



CITY COUNCIL REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, November 17, 2020 at 6:00 PM

VIDEOCONFERENCE MEETING

This meeting will be held via videoconference and the public is encouraged and welcome to participate. Public comment may be given during the videoconference by joining the meeting using the information below. Public comment for this meeting may also be submitted to the City Secretary at acunningham@cityofdrippingsprings.com no later than 3:00 PM on the day the meeting will be held.

The City Council respectfully requests that all microphones and webcams be disabled unless you are a member of the City Council or Board of Adjustment. City staff, consultants and presenters please enable your microphone and webcam when presenting to the City Council or Board of Adjustment.

AGENDA

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting

<https://us02web.zoom.us/j/87121280193?pwd=Tyt0aWt2S2hYazNTMWYvUFVOb0Q3QT09>

Meeting ID: 871 2128 0193

Passcode: 228071

Dial Toll Free:

888 475 4499 US Toll-free

877 853 5257 US Toll-free

Find your local number: <https://us02web.zoom.us/j/87121280193>

Join by Skype for Business: <https://us02web.zoom.us/skype/87121280193>

CALL TO ORDER AND ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Todd Purcell

Council Member Place 4 April Harris Allison

Council Member Place 5 Travis Crow

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Gina Gillis
City Secretary Andrea Cunningham
Senior Planner Amanda Padilla
Parks & Community Services Director Kelly Schmidt
DSRP Event Center Manager Tina Adams

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

PROCLAMATIONS & PRESENTATIONS

- 1. Presentation and approval of a Resolution Congratulating City Staff on Walking Competition.** Sponsor: Mayor Foulds, Jr.

CONSENT AGENDA

The following items are anticipated to require little or no individualized discussion due to their nature being clerical, ministerial, mundane or routine. In an effort to enhance the efficiency of City Council meetings, it is intended that these items will be acted upon by the City Council with a single motion because no public hearing or determination is necessary. However, a City Council Member or citizen may request separate deliberation for a specific item, in which event those items will be removed from the consent agenda prior to the City Council voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the City Council may add additional items that are listed elsewhere on the same agenda.

- 2. Approval of the October 2020 City Treasurer Report.**
- 3. Approval of a Resolution Approving and Accepting a Construction Bond for Streets, Drainage and Wastewater for Arrowhead Phase 3.**
- 4. Approval of an Amended Donation Agreement for Hays County Emergency Services District No. 1 for funds related to a disinfectant sprayer.**

BUSINESS AGENDA

- 5.** Discuss and consider approval of an Ordinance Amending Chapter 2, Article 2.04 of the Dripping Springs Code of Ordinances related to the Dripping Springs Ranch Park Board to include clarification of the sponsorship agreement approval process and personnel matters.
- 6.** Discuss and consider approval of an Ordinance amending the Fee Schedule for the City of Dripping Springs including an amendment to the Dripping Springs Ranch Park Fee Schedule related to fees for: Trainer Day Fee, Overnight Parking Fee, DSRP Event Parking Fee.
- 7.** Presentation and discussion regarding Density and Development, to include a report from the Planning & Zoning Commission.
- 8.** Discus and consider approval of a License Agreement between the City of Dripping Springs and the Dripping Springs Visitors Bureau for the placement of magazine racks in city right-of-way along Mercer Street. *Sponsor: Mayor Pro Tem Manassian.*
- 9.** Discuss and consider approval of a Memorandum of Understanding between the Texas Music Office within the Office of the Governor and the City of Dripping Springs for the Maintenance of the Texas Music Industry Directory and appointment of city members to interim committee with Visitors Bureau to design City program and permanent committee structure. *Sponsor: Mayor Pro Tem Manassian.*

EXECUTIVE SESSION AGENDA

The City Council for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The City Council for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

- 10. Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders. *Consultation with City Attorney, 551.071***
- 11. Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project. *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072***
- 12. Consultation with City Attorney regarding legal issues related to the Zoning Ordinance, Development Agreements, easements, and density of development. *Consultation with Attorney, 551.071***
- 13. Consultation with Attorney regarding legal issues related to litigation on the trial court's judgment in SOS v. TCEQ in the 459th Judicial District Court of Travis County and related development, financial, and utility issues. *Consultation with City Attorney, 551.071***

- 14. Deliberation of Real Property and Consultation with City Attorney regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses and real property in the Triangle and Veterans Memorial Park.** Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072

UPCOMING MEETINGS

City Council Meetings

December 8, 2020 at 6:00 p.m.
December 15, 2020 at 6:00 p.m.
January 12, 2022 at 6:00 p.m.

Board, Commission & Committee Meetings

Economic Development Committee, November 18, 2020 at 4:00 p.m.
Planning & Zoning Commission, November 18, 2020 at 6:30 p.m.
Farmers Market Association Board, November 19, 2020 at 10:00 a.m.
Emergency Management Commission, November 19, 2020 at 12:00 p.m.
DSRP Board, December 2, 2020 at 12:00 p.m.
Historic Preservation Commission, December 3, 2020 at 4:00 p.m.
Parks & Recreation Commission, December 7, 2020 at 6:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

All agenda items listed above are eligible for discussion and action unless otherwise specifically noted. This notice of meeting is posted in accordance with Chapter 551, Government Code, Vernon's Texas Codes. Annotated. In addition, the City Council may consider a vote to excuse the absence of any City Council Member for absence from this meeting.

Due to the Texas Governor Order, Hays County Order, City of Dripping Springs Disaster Declaration, and Center for Disease Control guidelines related to COVID-19, a quorum of this body could not be gathered in one place, and this meeting will be conducted through videoconferencing. Texas Government Code Sections 551.045; 551.125; and 551.127.

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **November 13, 2020 at 3:00 PM.***

City Secretary

This facility is wheelchair accessible. Accessible parking spaces are available. Request for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2020-R _____

A RESOLUTION OF THE CITY OF THE DRIPPING SPRINGS, TEXAS
RECOGNIZING CITY STAFF IN PARTICIPATION ON WALKING
COMPETITION.

WHEREAS, City Staff has participated in a walking competition since October 5, 2020 and ending November 9, 2020; and

WHEREAS, City Staff walked 3,452,483 steps during the competition; and

WHEREAS, Aaron Reed, Public Works Coordinator, walked 1,147,466 steps and averaged the highest number of steps; and

WHEREAS, City Staff used the opportunity to explore city parks and subdivision sidewalks; and

WHEREAS, Walking improves mood, balance and coordination, heart health, blood pressure and reduces stress; and

WHEREAS, the City Council of the City of Dripping Springs desires to congratulate staff on their commitment to keeping active outdoors.

NOW, THEREFORE, BE IT RESOLVED by the City of Dripping Springs City Council:

1. **Findings of Fact:** The above and foregoing recitals are hereby found to be true and correct and are incorporated as finding of fact.
2. **Recognition:** The City Council congratulates City Staff for all of their hard effort.
3. **Effective Date:** This resolution shall be effective from and after its approval and passage.
4. **Meeting:** The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the 17th day of November 2020.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



City of Dripping Springs

Report to the MAYOR and MEMBERS of the City Council

From the CITY TREASURER

For the Month ending October 31, 2020

Date: November 17, 2020

The first month of the Fiscal Year saw a slight increase in sales tax overall from projected numbers for the month. The net difference in the General Fund sales tax amount results from transfer amounts due to agreements. Other revenues are lower than projected starting out the first month of the Fiscal Year except for Building Code fees which is double the projected amount. Additionally, Park Donations and Sponsors include a \$10,000.00 donation to Parks from Waste Connections and a donation towards the Parks Dedication and Donation Program. Fund expenses are close to projected for October except for street maintenance which is slightly higher.

Wastewater Revenue Includes a \$100,000 transfer in for Water Service. Other revenues are higher than projected for the first month of the fiscal year. Expenses are either at or below projected amounts for the most part.

The Accounting Department is involved in the conversion of current software data for INCODE which we expect to be operational the first part of next year. We are also currently involved in providing information for the TML audit, 2015 Refunding Bonds Arbitrage rebate calculation and the Annual Financial audit.

At October 31st the City's cash balances were \$14.7 million. \$16,511.58 was collected in interest for the Month of October. The General Fund, Wastewater Utility Fund and Dripping Springs Ranch Park Fund Operating statements are included with this report.

Respectfully Submitted,

Gina Gillis

City of Dripping Springs GENERAL FUND
Income Statement
For the One Month Ending October 31, 2020

Item 2.

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
Sales Tax Revenue	\$ 168,098.71	\$ 169,497.33	\$ 168,098.71	\$ 169,497.33
Mixed Beverage	10,463.16	14,500.00	10,463.16	14,500.00
Alcohol Permit Fees	167.50	416.67	167.50	416.67
Ad Val Tax Interest /Penalties	117.87	333.33	117.87	333.33
Ad Valorem Tax	1,721.07	0.00	1,721.07	0.00
TXF from Rsve for Cp Improvemt	0.00	17,375.33	0.00	17,375.33
Transfer from Park Dedication	0.00	14,350.00	0.00	14,350.00
TXF from Landscaping Fund	0.00	541.67	0.00	541.67
FEMA Funds Dam Repair	0.00	6,250.00	0.00	6,250.00
Subdivision Fees	21,650.00	51,850.00	21,650.00	51,850.00
Site Development Fees	5,817.58	16,208.33	5,817.58	16,208.33
Other Fees (Zoning, Sign, Ord)	10,240.25	5,416.67	10,240.25	5,416.67
Building Code Fees	161,331.63	83,333.33	161,331.63	83,333.33
Solid Waste	9,295.82	9,000.00	9,295.82	9,000.00
Park Rental Income	260.00	0.00	260.00	0.00
Park Donations & sponsors	13,509.08	0.00	13,509.08	0.00
Muni Court Fines/Special Fees	0.00	20.83	0.00	20.83
Checking Acct Interest	3,789.56	2,916.67	3,789.56	2,916.67
Other Income	2,737.07	3,333.33	2,737.07	3,333.33
Health Permits/Inspections	5,580.00	3,750.00	5,580.00	3,750.00
ESD Inspections Income	0.00	833.33	0.00	833.33
Total Revenues	414,779.30	399,926.82	414,779.30	399,926.82
Expenses				
TML Liability Insurance	3,790.00	3,692.25	3,790.00	3,692.25
TML Property Insurance	8,711.50	6,258.50	8,711.50	6,258.50
TML Workmen's Comp Insurance	1,879.75	5,506.50	1,879.75	5,506.50
Office Salaries	143,178.11	151,593.51	143,178.11	151,593.51
City OT	682.62	0.00	682.62	0.00
DSRP Parks	9,100.89	27,013.13	9,100.89	27,013.13
DSRP OT	1,062.29	0.00	1,062.29	0.00
Dam Repair	3,050.85	0.00	3,050.85	0.00
ON CALL	1,200.00	0.00	1,200.00	0.00
Bldg. Inspector	0.00	66,666.67	0.00	66,666.67
Health Inspector	0.00	3,750.00	0.00	3,750.00
Bad Debt Expense	0.00	416.67	0.00	416.67
St. Unemployment Ins.-Off	934.33	0.00	934.33	0.00
TMRS Retirement	5,001.85	8,888.48	5,001.85	8,888.48
Employee Benefits	16,005.41	18,982.93	16,005.41	18,982.93
Office FICA	9,221.19	0.00	9,221.19	0.00
Parks FICA	3,815.31	0.00	3,815.31	0.00
Office Med	2,156.58	0.00	2,156.58	0.00
Parks Med	341.19	0.00	341.19	0.00
Financial Services	12,225.00	5,066.67	12,225.00	5,066.67
Engr/Surveying Services	0.00	5,833.33	0.00	5,833.33
Architect&Landscape Consultant	46.74	416.67	46.74	416.67
Lighting Consultant	0.00	83.33	0.00	83.33
Human Resource Consultant	0.00	833.33	0.00	833.33
Special Counsel and Consultant	2,686.50	6,166.67	2,686.50	6,166.67
Muni Court Attorney/ Judge	600.00	1,291.67	600.00	1,291.67
Records Management	60.00	83.33	60.00	83.33
Fleet Maintenance	1,620.42	1,112.50	1,620.42	1,112.50
Office Supplies	1,319.05	2,083.33	1,319.05	2,083.33
Founders Park/Pool Supplies	0.00	864.58	0.00	864.58
Sports & Rec Park Supplies	0.00	16.67	0.00	16.67

For Management Purposes Only

City of Dripping Springs GENERAL FUND
Income Statement
For the One Month Ending October 31, 2020

Item 2.

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Office Equip & Misc Office Exp	0.00	500.00	0.00	500.00
Maintenance Equipment	312.97	750.00	312.97	750.00
Maintenance Supplies	133.28	377.08	133.28	377.08
Charro Ranch Supplies	0.00	16.67	0.00	16.67
General Park Supplies	1,342.09	333.33	1,342.09	333.33
Park Dues, Fees, Subscriptions	0.00	226.59	0.00	226.59
Network & Telephone	808.47	2,083.33	808.47	2,083.33
Office IT Equipment & Support	3,355.96	3,666.67	3,355.96	3,666.67
Software	4,464.48	10,866.33	4,464.48	10,866.33
Pool Phone & Network	219.71	100.00	219.71	100.00
Portable Toilets Parks	460.00	481.67	460.00	481.67
Postage & Shipping	33.70	291.67	33.70	291.67
Lighting Compliance	0.00	166.67	0.00	166.67
Public Safety	3,400.00	3,400.00	3,400.00	3,400.00
Office Maintenance/Repairs	82.86	905.00	82.86	905.00
City Hall Improvements	0.00	416.67	0.00	416.67
Equipment Maintenance	102.90	139.58	102.90	139.58
Equipment Rental	0.00	83.33	0.00	83.33
Uniforms	0.00	131.25	0.00	131.25
Office Electricity	365.32	333.33	365.32	333.33
Street Electricity	1,456.78	1,666.67	1,456.78	1,666.67
Founders Park/Pool Electricity	526.68	541.67	526.68	541.67
Sports & Rec Park Electricity	(202.56)	100.00	(202.56)	100.00
Triangle Electricity	38.25	54.17	38.25	54.17
DSRP Electricity	97.13	0.00	97.13	0.00
Stephenson Bldg Electric	115.77	125.00	115.77	125.00
Historic District	62.50	250.00	62.50	250.00
All Parks Improvements	0.00	4,166.67	0.00	4,166.67
Founders Park/Pool Improvmts	0.00	4,308.33	0.00	4,308.33
Sports & Rec Park Improvements	0.00	5,166.67	0.00	5,166.67
Stephenson Bldg	0.00	1,166.67	0.00	1,166.67
Street Maintenance	26,444.95	14,583.33	26,444.95	14,583.33
Street Improvements	0.00	20,833.33	0.00	20,833.33
Transportation Improvements	0.00	30,583.67	0.00	30,583.67
General Parks Maintenance	44.66	20.83	44.66	20.83
Charro Ranch Maintenance	0.00	912.08	0.00	912.08
Founders Pool/Park Maintenance	0.00	1,437.50	0.00	1,437.50
Sports & Rec Park Maintenance	5,508.24	1,168.33	5,508.24	1,168.33
Triangle Maintenance	0.00	66.67	0.00	66.67
Stephenson Lawn Maintenance	0.00	458.33	0.00	458.33
Founders Park Lawn Maintenance	550.00	0.00	550.00	0.00
Sports & Rec Park Lawn Mainten	1,800.00	0.00	1,800.00	0.00
Charro Ranch Lawn Maintenance	1,550.00	0.00	1,550.00	0.00
S&R Trail Maintenance	0.00	41.67	0.00	41.67
Founders Park/Pool Water	327.12	416.67	327.12	416.67
Sports & Rec Park Water	2,452.33	1,083.33	2,452.33	1,083.33
Triangle Water	38.97	39.58	38.97	39.58
City Hall Water	44.68	54.17	44.68	54.17
City Streets Water	309.94	333.33	309.94	333.33
Stephenson Bldg Water	38.97	41.67	38.97	41.67
Training/Education	1,198.75	3,248.26	1,198.75	3,248.26
Future Land Use Plan	0.00	4,166.67	0.00	4,166.67
Dues, Fees, Publications	737.69	2,500.00	737.69	2,500.00
Public Notices	522.76	500.00	522.76	500.00
Public Relations	0.00	416.67	0.00	416.67
Newsletter- Website	0.00	368.75	0.00	368.75
Code Publication	140.00	503.92	140.00	503.92
FD Publicity	24.46	0.00	24.46	0.00

For Management Purposes Only

City of Dripping Springs GENERAL FUND
Income Statement
For the One Month Ending October 31, 2020

Item 2.

	Current Month	Current Month	Year to Date	Year to Date
	Actual	Budget	Actual	Budget
City Mileage	74.18	166.67	74.18	166.67
City Sponsored Events	0.00	416.67	0.00	416.67
Government Affairs	0.00	833.33	0.00	833.33
Miscellaneous Office Expense	882.89	833.33	882.89	833.33
Emergency Management	478.80	32.50	478.80	32.50
Emergency Equipment Maint	92.12	530.92	92.12	530.92
Emergency Fire& Safety	83.00	83.00	83.00	83.00
EM Mgt PR	0.00	333.33	0.00	333.33
COVID 19	4,083.00	0.00	4,083.00	0.00
Contingencies	0.00	4,166.67	0.00	4,166.67
TXF to WWU	0.00	52,967.92	0.00	52,967.92
Total Expenses	293,293.38	503,578.84	293,293.38	503,578.84
Net Income	\$ 121,485.92	\$ (103,652.02)	\$ 121,485.92	\$ (103,652.02)

City of DS Wastewater Utility Fund
Income Statement
For the One Month Ending October 31, 2020

Item 2.

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
1/4 Cent Sales Tax	\$ 54,389.74	\$ 52,967.92	\$ 54,389.74	\$ 52,967.92
Cable	0.00	11,208.33	0.00	11,208.33
Telephone Franchise Fees	11.73	1,250.00	11.73	1,250.00
PEC Franchise fees	0.00	30,000.00	0.00	30,000.00
Texas Gas Franchise Fees	0.00	250.00	0.00	250.00
Water	100,000.00	0.00	100,000.00	0.00
Delayed Connection Fees	21,600.00	13,266.67	21,600.00	13,266.67
Over Use fees	5,377.10	5,505.69	5,377.10	5,505.69
Transfer Fees	1,350.00	291.67	1,350.00	291.67
Wastewater Service	67,957.59	66,176.05	67,957.59	66,176.05
Interest Income	6,077.00	3,750.00	6,077.00	3,750.00
Late Fees	1,146.98	333.33	1,146.98	333.33
Other Income	8,669.22	2,916.67	8,669.22	2,916.67
Total Revenues	266,579.36	187,916.33	266,579.36	187,916.33
Expenses				
Administrative	9,550.50	9,200.00	9,550.50	9,200.00
Operations- Routine	1,038.90	6,666.67	1,038.90	6,666.67
Operations Non Routine	1,352.66	4,166.67	1,352.66	4,166.67
Regulatory	0.00	291.67	0.00	291.67
Legal Fees	0.00	2,500.00	0.00	2,500.00
Planning/Permitting	0.00	4,166.67	0.00	4,166.67
Chlorinator Alarm	0.00	83.33	0.00	83.33
Misc Planning/Cons 1431-001	0.00	625.00	0.00	625.00
Construction Phase Services	0.00	2,500.00	0.00	2,500.00
Road Reconstruction	0.00	833.33	0.00	833.33
TWDB East Interceptor	0.00	8,333.33	0.00	8,333.33
TWDB West Interceptor	0.00	20,833.33	0.00	20,833.33
CIP 2nd Amend1881-001	0.00	416.67	0.00	416.67
TWDB 1923-001	0.00	3,333.33	0.00	3,333.33
TWDB Misc	4,902.50	56,666.67	4,902.50	56,666.67
Reclaim Wtr Hold Pond 1952-001	0.00	10,416.67	0.00	10,416.67
Sewer CAD Modeling	0.00	2,083.33	0.00	2,083.33
Other Expense	0.00	416.67	0.00	416.67
WW Lawn Maintenance	0.00	833.33	0.00	833.33
System Maintenance and Repair	99.20	1,666.67	99.20	1,666.67
Odor Control	0.00	1,041.67	0.00	1,041.67
Jetting Lines	0.00	1,250.00	0.00	1,250.00
Drip Fld Maintenance & Repair	1,047.06	1,666.67	1,047.06	1,666.67
Lift Station Cleaning	0.00	750.00	0.00	750.00
Meter Calibration	0.00	58.33	0.00	58.33
Chlorinator Maintenance	0.00	208.33	0.00	208.33
Electric	5,118.77	3,750.00	5,118.77	3,750.00
Phone	234.61	500.00	234.61	500.00
Supplies	0.00	833.33	0.00	833.33
Chemicals	0.00	666.67	0.00	666.67
Lab Testing	1,290.26	2,083.33	1,290.26	2,083.33
Sludge Hauling	4,600.00	6,666.67	4,600.00	6,666.67
Wastewater Flow Measurement	590.00	750.00	590.00	750.00
Lift Station Repairs & Maint	0.00	1,666.67	0.00	1,666.67
WWTP Repairs	0.00	2,708.33	0.00	2,708.33
Equipment	214.10	333.33	214.10	333.33
Total Expenses	30,038.56	160,966.67	30,038.56	160,966.67

For Management Purposes Only

City of DS Wastewater Utility Fund
Income Statement
For the One Month Ending October 31, 2020

Item 2.

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Net Income	\$ 236,540.80	\$ 26,949.66	\$ 236,540.80	\$ 26,949.66

DSRP Operating Fund
Income Statement
For the One Month Ending October 31, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
Riding Series	\$ 850.00	\$ 7,416.67	\$ 850.00	\$ 7,416.67
General Donations	1.00	0.00	1.00	0.00
Cleaning Fees	575.00	833.33	575.00	833.33
Staff Fees	175.00	333.33	175.00	333.33
Horse Riding Permits	1,811.09	833.33	1,811.09	833.33
Interest Income	16.81	83.33	16.81	83.33
Other Income	3,375.00	83.33	3,375.00	83.33
Field Rental	300.00	0.00	300.00	0.00
Miscellaneous Fees	60.00	0.00	60.00	0.00
Indoor Arena Rental	5,025.00	0.00	5,025.00	0.00
Event Facility Rental	0.00	9,333.33	0.00	9,333.33
RV Site Rental	4,650.00	1,500.00	4,650.00	1,500.00
Stall Rental	6,372.00	1,833.33	6,372.00	1,833.33
Outdoor Arena	1,200.00	0.00	1,200.00	0.00
Equipment Rental	450.00	416.67	450.00	416.67
Merchandise Sales	3,885.00	1,250.00	3,885.00	1,250.00
NA Small Event Room	1,050.00	0.00	1,050.00	0.00
Small Indoor Arena	862.00	0.00	862.00	0.00
NA Concession	250.00	0.00	250.00	0.00
DSRP Concessions	2,500.00	0.00	2,500.00	0.00
TXF from HOT	0.00	5,606.30	0.00	5,606.30
TXF from Ag Facility Fund	5,425.00	2,146.67	5,425.00	2,146.67
Total Revenues	38,832.90	31,669.62	38,832.90	31,669.62
Expenses				
Advertising	0.00	58.33	0.00	58.33
Bank Fees	765.16	0.00	765.16	0.00
DSRP ON CALL	400.00	866.67	400.00	866.67
Training and Education	0.00	416.67	0.00	416.67
Stall Cleaning	0.00	166.67	0.00	166.67
Grounds Maintenance	2,900.00	0.00	2,900.00	0.00
General Maintenance & Repairs	3,604.11	5,000.00	3,604.11	5,000.00
Dues, Fees and Subscriptions	100.00	498.62	100.00	498.62
Network/Communications	598.96	1,166.67	598.96	1,166.67
Riding Series	202.59	4,083.33	202.59	4,083.33
Merchandise Supplies	0.00	583.33	0.00	583.33
DSRP Improvements	0.00	2,166.67	0.00	2,166.67
Other Expense	0.00	1,708.33	0.00	1,708.33
Mileage	0.00	41.67	0.00	41.67
Alarm	1,410.00	0.00	1,410.00	0.00
Propane/Gas	0.00	250.00	0.00	250.00
Electric	5,506.79	5,000.00	5,506.79	5,000.00
Water	535.06	833.33	535.06	833.33
Supplies	69.90	2,500.00	69.90	2,500.00
Office Equipment and Supplies	1,186.38	425.00	1,186.38	425.00
TXF to HCLE	0.00	1,100.00	0.00	1,100.00
Portable Toilets	65.00	0.00	65.00	0.00
Equipment Maintenance	1,242.14	2,083.33	1,242.14	2,083.33
Equipment	0.00	858.33	0.00	858.33
Equipmental Rental	0.00	83.33	0.00	83.33
Fleet Maintenance	0.00	208.33	0.00	208.33
Contingencies	0.00	4,166.67	0.00	4,166.67
Total Expenses	18,586.09	34,265.28	18,586.09	34,265.28

DSRP Operating Fund
Income Statement
For the One Month Ending October 31, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Net Income	\$ 20,246.81	\$ (2,595.66)	\$ 20,246.81	\$ (2,595.66)



Carlson, Brigrance & Doering, Inc.
Civil Engineering ♦ Surveying

Item 3.

5501 West William Cannon • Austin, Texas 78749

Phone (512)280-5160 • Fax (512)280-5165

ENGINEER'S CONCURRENCE FOR PARTIAL COMPLETION

PROJECT: ARROWHEAD RANCH PHASE 3

SCOPE OF WORK: W WW X S/D X **ALL**

Owner's Name and Address

Consultant Engineer's Name
and Address

TF ARROWHEAD, RANCH L.P.

Carlson, Brigrance & Doering, Inc.

STARWOOD LAND VENTURES, LLC

Douglas R. Rummel, Jr., P.E.

6310 Capital Drive, Suite 130

5501 West William Cannon Drive

Bradenton, Florida 34202

Austin, Texas 78749

This is to certify that I, the undersigned professional engineer, or my representative, have visited the referenced project site during construction. We have reviewed construction progress reports, logs, shop drawings, and test reports. On this date, I made an on-site inspection of the referenced project finding the project completed to extents listed below. We find no discrepancy or deviation from the approved construction plans exist which may materially affect the usefulness of the work for the purpose and life intended for the project by design. I, therefore, recommend acceptance for percentage complete of items listed below by the City of Dripping Springs.

Street Items - 22.26% Complete;

Drainage Items - 46.53% Complete;

Wastewater Improvements - 89.49% Complete;

Erosion Control Items - 69.58% Complete

REMAINING OWED FOR CONTRACTUAL COMPLETION = \$1,227,193.00



Seal


Douglas R. Rummel, Jr., P.E.

10-2-2020

Date

97387

Texas Registration Number

CARLSON, BRIGRANCE & DOERING, INC.
(F-3791)

APPLICATION FOR PAYMENT

CONTRACTOR:

CASH CONSTRUCTION COMPANY, INC.
 217 KINGSTON LACY BLVD.
 PFLUGERVILLE, TEXAS 78660
 (512) 251-7872
 Fax (512) 990-5609

OWNER:

TF ARROWHEAD RANCH, L.P.
 6310 CAPITAL DRIVE, SUITE 130
 LAKEWOOD RANCH, FL 34202

PROJECT NAME:

ARROWHEAD RANCH PHASE 3

CASH JOB NO:

932

PROJECT DATE AS OF:

09/28/2020

BILLED TO PAY REQUEST NO.:

3

TOTAL WORK COMPLETED TO DATE

\$806,145.45

RETAINAGE:

\$80,614.55

AMOUNT DUE THIS ESTIMATE:

\$725,530.91

PREVIOUS BILLINGS:

\$400,871.33

CURRENT AMOUNT DUE

\$324,659.58

CONTRACT DATE:

07/06/2020

ORIGINAL CONTRACT AMOUNT:

\$1,604,984.00

CHANGE ORDER #1

\$360,743.00

CHANGE ORDER #2

\$17,048.00

CHANGE ORDER #3

CHANGE ORDER #4

CHANGE ORDER #5

REVISED CONTRACT AMOUNT:

\$1,982,775.00

Contractor's Representative

9/28/2020
 Date

Owner's Representative

Date

Engineer's Representative

Date

APPLICATION FOR PAYMENT											
TO: TF ARROWHEAD RANCH, L.P. 6310 CAPITAL DRIVE, SUITE 130 LAKEWOOD RANCH, FL 34202		JOB NAME: ARROWHEAD RANCH PHASE 3 JOB# 932		ESTIMATE # 3		DATE 09/28/2020		TOTAL WORK THIS ESTIMATE TOTAL COMPLETED TO DATE		\$360,732.86	
FROM: CASH CONSTRUCTION COMPANY, INC. P O BOX 1279 PFLUGERVILLE TX 78691		ESTIMATE # 3		DATE 09/28/2020		TOTAL WORK THIS ESTIMATE TOTAL COMPLETED TO DATE		LESS RETAINAGE		\$806,145.45	
		ESTIMATE # 3		DATE 09/28/2020		TOTAL WORK THIS ESTIMATE TOTAL COMPLETED TO DATE		TOTAL DUE TO DATE		\$80,614.55	
		ESTIMATE # 3		DATE 09/28/2020		TOTAL WORK THIS ESTIMATE TOTAL COMPLETED TO DATE		PREVIOUS BILLINGS		\$725,530.91	
		ESTIMATE # 3		DATE 09/28/2020		TOTAL WORK THIS ESTIMATE TOTAL COMPLETED TO DATE		AMOUNT DUE THIS ESTIMATE		\$400,871.33	
		ESTIMATE # 3		DATE 09/28/2020		TOTAL WORK THIS ESTIMATE TOTAL COMPLETED TO DATE		AMOUNT DUE THIS ESTIMATE		\$324,659.58	
ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
STREET ITEMS											
1	CLEAR AND GRUB R.O.W, P.U.E., & POND	SY	34,888.00	\$43,610.00	\$1.25	34888.00	0.00	\$0.00	34,888.00	\$43,610.00	100.00%
2	STREET EXCAVATION/EMBANKMENT R.O.W TO R.O.W	SY	17,490.00	\$43,725.00	\$2.50	17490.00	0.00	\$0.00	17,490.00	\$43,725.00	100.00%
3	ROADWAY BAR DITCH	LF	2,782.00	\$43,121.00	\$15.50	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
4	SUBGRADE PREPARATION, 3' TO 3' BACK OF CURB	SY	11,377.00	\$22,754.00	\$2.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
5	8" BASE, 3' TO 3' BACK OF CURB	SY	11,377.00	\$125,147.00	\$11.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
6	1.5" H/MAC, LIP TO LIP	SY	7,838.00	\$70,542.00	\$9.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
7	24" RIBBON CURB	LF	6,392.00	\$67,116.00	\$10.50	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
8	ADA RAMPS	EA	8.00	\$9,880.00	\$1,235.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
9	COMMON AREA 4' SIDEWALKS	LF	164.00	\$5,740.00	\$35.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
10	STREET SIGNS	EA	4.00	\$960.00	\$240.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
11	STOP SIGNS	EA	4.00	\$220.00	\$55.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
12	STOP BARS	EA	4.00	\$1,000.00	\$250.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
13	REMOVE STREET END BARRICADE	EA	2.00	\$1,100.00	\$550.00	0.00	1.00	\$550.00	1.00	\$550.00	50.00%
14	FIRE ACCESS PIPE GATE	EA	2.00	\$3,300.00	\$1,650.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
15	ROUGH CUT STAKING	LS	1.00	\$4,795.00	\$4,795.00	0.00	1.00	\$4,795.00	1.00	\$4,795.00	100.00%
16	CURB AND GUTTER STAKING	LS	1.00	\$9,590.00	\$9,590.00	0.00	1.00	\$9,590.00	1.00	\$9,590.00	100.00%
17	FINAL PIN STAKING	LS	1.00	\$6,840.00	\$6,840.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
SUBTOTAL STREET ITEMS				\$459,440.00				\$14,935.00	\$102,270.00		22.26%
DRAINAGE ITEMS											
1	24" RCP	LF	758.00	\$60,640.00	\$80.00	0.00	142.00	\$11,360.00	142.00	\$11,360.00	18.73%
2	30" RCP	LF	548.00	\$55,896.00	\$102.00	0.00	100.00	\$10,200.00	100.00	\$10,200.00	18.25%
3	36" RCP	LF	325.00	\$45,825.00	\$141.00	0.00	55.00	\$7,755.00	55.00	\$7,755.00	16.92%
4	18" CMP	LF	70.00	\$4,550.00	\$65.00	0.00	14.00	\$910.00	14.00	\$910.00	20.00%
5	4'X4' AREA INLET	EA	2.00	\$8,500.00	\$4,250.00	0.00	1.00	\$4,250.00	1.00	\$4,250.00	50.00%
6	5'X5' AREA INLET	EA	3.00	\$20,250.00	\$6,750.00	0.00	1.00	\$6,750.00	1.00	\$6,750.00	33.33%
7	18" CONCRETE RIP RAP HEADWALL WRIVER ROCK	EA	2.00	\$2,800.00	\$1,400.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
8	36" CONCRETE RIP RAP HEADWALL WRIVER ROCK	EA	1.00	\$2,000.00	\$2,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
9	POND "A" AND ALL APPURTENANCES	LS	1.00	\$206,460.50	\$206,460.50	0.58	0.12	\$24,775.26	0.70	\$144,522.35	70.00%
10	TRENCH SAFETY	LF	1,701.00	\$850.50	\$0.50	0.00	341.00	\$170.50	341.00	\$170.50	20.05%
11	STORM SEWER MAIN, INLET & HEADWALL OFFSET STAKING	LS	1.00	\$3,755.00	\$3,755.00	0.00	1.00	\$3,755.00	1.00	\$3,755.00	100.00%
12	POND "A" STAKING	LS	1.00	\$3,405.00	\$3,405.00	1.00	0.00	\$0.00	1.00	\$3,405.00	100.00%
SUBTOTAL DRAINAGE ITEMS				\$414,932.00				\$69,925.76	\$193,077.85		46.53%
WATER											
1	8" WET CONNECT	EA	3.00	\$4,950.00	\$1,650.00	0.00	1.00	\$1,650.00	1.00	\$1,650.00	33.33%
2	8" DR-14	LF	2,828.00	\$147,056.00	\$52.00	0.00	830.00	\$43,160.00	830.00	\$43,160.00	29.35%
3	5 1/4 FIRE HYDRANT ASSEMBLY	EA	6.00	\$27,000.00	\$4,500.00	0.00	1.00	\$4,500.00	1.00	\$4,500.00	16.67%
4	6" GATE VALVE	EA	6.00	\$6,600.00	\$1,100.00	0.00	1.00	\$1,100.00	1.00	\$1,100.00	16.67%
5	8" GATE VALVE	EA	6.00	\$9,000.00	\$1,500.00	0.00	1.00	\$1,500.00	1.00	\$1,500.00	16.67%
6	SINGLE WATER SERVICE ASSEMBLY	EA	7.00	\$9,800.00	\$1,400.00	0.00	1.00	\$1,400.00	1.00	\$1,400.00	14.29%
7	DOUBLE WATER SERVICE ASSEMBLY	EA	30.00	\$7,000.00	\$2,333.33	0.00	10.00	\$19,000.00	10.00	\$19,000.00	33.33%
8	IRRIGATION SERVICE	EA	1.00	\$2,400.00	\$2,400.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
9	16" STEEL ENCASEMENT W/SPACERS	LF	40.00	\$4,200.00	\$105.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
10	1 - 6" & 2 - 4" UTILITY CROSSING PVC SLEEVES	LF	150.00	\$5,250.00	\$35.00	0.00	40.00	\$4,200.00	40.00	\$4,200.00	100.00%
11	TRENCH SAFETY	LF	2,828.00	\$1,414.00	\$0.50	0.00	930.00	\$1,400.00	930.00	\$465.00	32.89%
12	WATER MAIN OFFSET STAKING	LS	1.00	\$5,360.00	\$5,360.00	0.00	1.00	\$5,360.00	1.00	\$5,360.00	100.00%
SUBTOTAL WATER				\$280,030.00				\$83,735.00	\$83,735.00		29.90%
WASTEWATER											
1	CONNECT 8" WASTEWATER LINE TO EXISTING	EA	2.00	\$2,400.00	\$1,200.00	0.00	2.00	\$2,400.00	2.00	\$2,400.00	100.00%
2	8" SDR-26 ASTM D2441 (ALL DEPTHS)	LF	2,735.00	\$164,100.00	\$60.00	0.00	1,096.00	\$65,760.00	2,463.00	\$147,780.00	90.05%

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
3	4" DIAMETER WASTEWATER MANHOLE - COATED	EA	13.00	\$85,475.00	6,575.00	6.00	6.00	\$39,450.00	12.00	\$78,900.00	92.31%
4	5" DIAMETER DROP WASTEWATER MANHOLE - COATED	EA	2.00	\$18,350.00	9,175.00	1.00	0.00	\$0.00	1.00	\$9,175.00	50.00%
5	SINGLE WASTEWATER SERVICE	EA	3.00	\$5,400.00	1,800.00	1.00	1.00	\$1,800.00	2.00	\$3,600.00	66.67%
6	DOUBLE WASTEWATER SERVICE	EA	30.00	\$90,000.00	3,000.00	16.00	12.00	\$36,000.00	28.00	\$84,000.00	93.33%
7	16" STEEL ENCASEMENT W/SPACERS	LF	80.00	\$8,400.00	105.00	0.00	80.00	\$8,400.00	80.00	\$8,400.00	100.00%
8	TRENCH SAFETY	LF	2,735.00	\$1,367.50	0.50	1,367.00	1,068.00	\$548.00	2,463.00	\$1,231.50	90.05%
9	WASTEWATER MAIN OFFSET STAKING	LS	1.00	\$5,100.00	5,100.00	1.00	0.00	\$0.00	1.00	\$5,100.00	100.00%
	SUBTOTAL WASTEWATER			\$380,592.50				\$154,358.00		\$340,596.50	89.49%
	EROSION CONTROL ITEMS										
1	REVEG OF R.O.W - SEED & TOP SOIL	SY	8,740.00	\$4,370.00	0.50	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
2	REVEG OF BAR DITCHES - SEED, TOP SOIL, & EROSION CONTROL	SY	2,885.00	\$10,097.50	3.50	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
3	REVEG OF POND "A" PER PLANS	LS	1.00	\$5,000.00	5,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
4	STABILIZED CONSTRUCTION ENTRANCE	EA	1.00	\$2,750.00	2,750.00	1.00	0.00	\$0.00	1.00	\$2,750.00	100.00%
5	INSTALL AND MAINTAIN SILT FENCE	LF	5,768.00	\$15,862.00	2.75	5,768.00	0.00	\$0.00	5,768.00	\$15,862.00	100.00%
6	TREE PROTECTION FENCING	LS	1.00	\$22,500.00	22,500.00	1.00	0.00	\$0.00	1.00	\$22,500.00	100.00%
7	ROCK BERMS	EA	2.00	\$1,700.00	850.00	2.00	0.00	\$0.00	2.00	\$1,700.00	100.00%
8	INSTALL AND MAINTAIN CONCRETE WASHOUT AREA	EA	1.00	\$1,500.00	1,500.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
9	INLET PROTECTION	EA	5.00	\$325.00	65.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
10	LOC STAKING	LS	1.00	\$5,885.00	5,885.00	1.00	0.00	\$0.00	1.00	\$5,885.00	100.00%
	SUBTOTAL EROSION CONTROL ITEMS			\$69,989.50				\$0.00		\$48,697.00	69.58%
	CHANGE ORDER #1										
1	ELECTRIC IMPROVEMENTS	LS	1.00	\$212,087.00	212,087.00	0.00	0.10	\$21,208.70	0.10	\$21,208.70	10.00%
2	GAS IMPROVEMENTS	LS	1.00	\$148,656.00	148,656.00	0.00	0.10	\$14,865.60	0.10	\$14,865.60	10.00%
	SUBTOTAL CHANGE ORDER #1			\$360,743.00				\$36,074.30		\$36,074.30	10.00%
	CHANGE ORDER #2										
1	ELECTRIC IMPROVEMENTS - PLANS DATED 8/27/2020	LS	1.00	\$17,048.00	17,048.00	0.00	0.10	\$1,704.80	0.10	\$1,704.80	10.00%
	SUBTOTAL CHANGE ORDER #2			\$17,048.00				\$1,704.80		\$1,704.80	10.00%
	TOTAL CONTRACT			\$1,982,775.00				\$360,732.86		\$806,145.45	40.66%

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project ARROWHEAD RANCH PHASE 3
 Job No. 932

On receipt by the signer of this document of a check from TF ARROWHEAD RANCH, L.P. in the sum of \$324,659.58 payable to Cash Construction Company, Inc. and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of TF ARROWHEAD RANCH, L.P. located at ARROWHEAD RANCH PHASE 3 to the following extent: Utility and Street Improvements.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to TF ARROWHEAD RANCH, L.P. as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

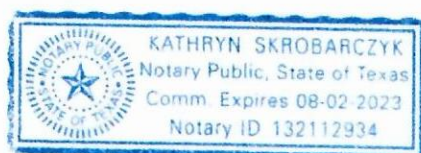
Date 9/29/2020

Cash Construction Company, Inc.

By [Signature]

Shawn Ziegler, CFO

SWORN TO AND SUBSCRIBED BEFORE ME by Shawn Ziegler, Chief Financial Officer of Cash Construction Company, Inc., on this 29th day of September, 2020.



Notary Public Signature

[Signature]

CITY OF DRIPPING SPRINGS**RESOLUTION No. 2020-R__**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), APPROVING AND ACCEPTING A CONSTRUCTION BOND FOR ARROWHEAD RANCH PHASE 3 STREETS, DRAINAGE, AND WASTEWATER IMPROVEMENTS, DESIGN AND CONSTRUCTION; PROVIDING FOR PROVISIONS; EFFECTIVE DATE; AND PROPER NOTICE & MEETING

WHEREAS, An engineering estimate for the City of Dripping Springs (“City”) design and construction of Arrowhead Ranch Phase 3 Streets, Drainage, Water and Wastewater Improvements has been met with a construction bond no. 9351188 (“Bond”) issued for Arrowhead Ranch Phase 3 by Fidelity and Deposit Company of Maryland (“Surety”); and

WHEREAS, City staff has reviewed the attached Bond and found it acceptable and in compliance with the City’s code; and

WHEREAS, the City Council of the City of Dripping Springs (“Council”) deems this bond is sufficient and is in the best interest of the City to approve and accept the Bond; and

WHEREAS, the Council finds that it is necessary and proper for the good government, peace or order of the City to approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Dripping Springs City Council:

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The City Council hereby approves and accepts the Company’s proposed Construction Bond, which stands as security for said completion of Streets, Drainage, and Wastewater Improvements of Arrowhead Ranch Phase 4, bond no. 9351188 in the sum of \$1,423,488.00 attached hereto as Attachment “A” and incorporated fully herein.
3. The City Secretary is hereby directed to hold the bond as security for the construction of said improvements until otherwise directed.
4. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute on the City’s behalf any documentation necessary to effectuate the intent and purpose of this Resolution.
5. This Resolution shall take effect immediately upon passage.
6. The City Secretary is instructed to file a copy of this Resolution among City records.
7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by

the Open Meetings Act, Texas Government Code, Chapter 551.

APPROVED this, the 17th day of November 2020 by a vote of ____ (ayes), ____ (nays), and ____ (abstentions) of the City of Dripping Springs City Council.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"
Bond No. 9351188

(INSERT BOND)

Surety BondBond No. 9351188

KNOW ALL MEN BY THESE PRESENTS, That we TF Arrowhead Ranch, L.P.,
 as Principal, and Fidelity and Deposit Company of Maryland of Schaumburg, IL,
 authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the
City of Dripping Springs, TX as Oblige, in the maximum penal sum of
One Million Four Hundred Twenty Three Thousand Four Hundred Eighty Eight Dollars and NO/100 (\$ 1,423,488.00),
 lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns,
 jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written agreement dated _____, with the Oblige to perform services in accordance with the terms
 and conditions of the ARROWHEAD RANCH PHASE 3 DRAINAGE, WATER, WASTEWATER AND ROADWAY IMPROVEMENTS
 (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly
 perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Oblige has agreed to accept a renewable bond, this Bond shall be effective for the period of 10/20/2020, to 10/20/2021,
 and may be extended for additional one (1) year periods from the expiration date hereof, or any future expiration date, unless the
 Surety provides to the Oblige not less than thirty (30) days advance written notice of its intent not to renew this Bond.
2. Neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event the Surety exercises
 its right to not renew this Bond, shall itself constitute a loss to the Oblige recoverable under this bond or any extension thereof.
3. This bond shall have final and definite expiration date of _____.
4. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless
 same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
5. Regardless of the number of years this Bond is in force, the liability of the Surety shall not be cumulative and shall in no event exceed the
 amount set forth above, or as amended by rider.
6. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing and addressed to the parties at the
 addresses specified below. Any demand or request for payment must be made prior to the effective date of nonrenewal.

If to Surety: Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196
847-605-6000

7. This Bond shall be void unless signed and acknowledged by the Oblige below.

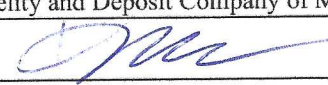
SIGNED, SEALED AND DATED this 20TH day of October, 2020.

TF Arrowhead Ranch, L.P.

Principal

By: _____

Fidelity and Deposit Company of Maryland

By: 

Kathleen M. Coen

, Attorney-in-Fact

Signed and acknowledged as to the Oblige, this _____ day of _____, _____.

By: _____

S-5025c
 PRF76011ZZ0404f

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Gary J. GIULIETTI, Holly L. LYNCH, Michelle G. HIGGINS, Holly TALLONE, Louis J. BENSINGER, Kathleen M. COEN and Tammy L. OREHEK, all of Farmington, Connecticut EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of June, A.D. 2019.



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 14th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of October, 2020.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way Schaumburg, IL
60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition As Of December 31, 2019

ASSETS

Bonds	\$ 255,279,821
Stocks	21,280,401
Cash and Short Term Investments.....	2,878,421
Reinsurance Recoverable	25,356,035
Federal Income Tax Recoverable.....	140,480
Other Accounts Receivable.....	20,383,843
TOTAL ADMITTED ASSETS	\$ 325,319,001

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses.....	\$ 795,381
Ceded Reinsurance Premiums Payable	43,024,327
Remittances and Items Unallocated	0
Payable to parents, subs and affiliates.....	0
Securities Lending Collateral Liability	0
TOTAL LIABILITIES	\$ 43,819,708
Capital Stock, Paid Up	\$ 5,000,000
Surplus	276,499,293
Surplus as regards Policyholders.....	281,499,293
TOTAL	\$ 325,319,001

Securities carried at \$164,223,431 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2019 would be \$322,248,132 and surplus as regards policyholders \$288,428,424.

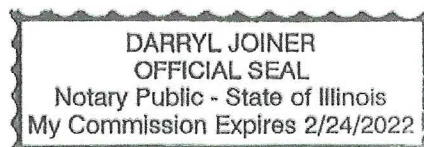
I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2019.

Laura J. Lazarczyk
Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 25th day of February, 2020.

Darryl Joiner
Notary Public





STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: November 17, 2020

Agenda Item Wording: Approval of an Amended Donation Agreement for Hays County Emergency Services District No. 1 for funds related to a disinfectant sprayer.

Agenda Item Requestor: North Hays County Emergency Services District No. 1

Summary/Background: City Council approved a donation for North Hays County from CARES Act funds in October for the disinfectant sprayer. Then North Hays County Emergency Services District No. 1 requested substantive changes to the Agreement. The main change is that they would be able to let other entities borrow the sprayer and NHCESD 1 would be able to dispose of the sprayer, pursuant to state law, after the public health emergency ends.

Commission Recommendations: N/A

Recommended Council Actions: Approve amended agreement.

Attachments: Agreement and receipt for sprayer.

Next Steps/Schedule: Disperse funds to North Hays County EMS

DONATION AGREEMENT

This Agreement by and between the City of Dripping Springs, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, (“City”) and North Hays County Emergency Services District No. 1 (“District”), a political subdivision of the State of Texas organized and operating pursuant to Chapter 775 of the Health and Safety Code. Service Provider and District are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City is a general-law Type A municipality incorporated pursuant to the statutes of the State of Texas, and as such is authorized to provide funds, goods, and services for a public purpose to a community organization;

WHEREAS, the City has express authority to contract with other persons pursuant to Section 51.014 of the Texas Local Government Code;

WHEREAS the City acknowledges that the provision of resources to the District to respond to the COVID-19 Public Health Emergency is for a public purpose;

WHEREAS the City obtained funds for COVID-19-related expenses reimbursements;

WHEREAS the District purchased a Clorox Disinfecting Sprayer (“Sprayer”), more specifically described in the invoice in Attachment “A”, to assist in the District’s response to the COVID-19 Public Health Emergency within the District’s service boundaries; and

WHEREAS, the City wishes to provide to the District funds for the use of the Sprayer, a COVID-19-related expenditure.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto, intending, to be legally bound, agrees as follows:

AGREEMENT

A. General Information.

- 1) Within a reasonable period after the effective date of this Agreement, the City shall disperse to the District funds in an amount up to four thousand dollars (\$4,000) (the “Funds”) for the use of the District’s Sprayer as described in this Agreement.

- 2) District uses the Sprayer to respond to the COVID-19 Public Health Emergency and other appropriate situations within the District's service boundaries, which includes the residents of the City of Dripping Springs.

B. Ownership and Maintenance of Sprayer

- 1) The District owns the Sprayer and is responsible for its care and maintenance. District shall be responsible for any necessary costs of repairs to and maintenance of the Sprayer attributable to normal wear and tear resulting from the use of the Sprayer for its intended purpose, and District shall also be responsible for any repairs of the Sprayer not attributable to normal wear and tear resulting from the use of the Sprayer for its intended use.
- 2) City shall be responsible for any necessary costs of repairs to and maintenance of the Sprayer resulting from City use of the the Sprayer in ways other than its intended purpose by the manufacturer or this Agreement.
- 3) The District shall keep records of the use, operation, and maintenance of the Sprayer.
- 4) Except as permitted in this Sections B, C, and D of this Agreement, District agrees to not waste, sell, trade, transfer, give, or assign the Sprayer to any other organization or entity.

C. Non-Exclusive Use of Sprayer

Upon the City's request and based upon the Sprayer's availability, District will provide the City non-exclusive access to the Sprayer. At District's sole discretion, District may permit entities other than the District and City access and use of the Sprayer to assist in the response to the COVID-19 Public Health Emergency and other appropriate situations.

D. Disposal of Sprayer

Upon the City's written consent, which shall not be unreasonably withheld or delayed, the District may sell or otherwise dispose of the Sprayer in accordance with Section 775.0735 of the Texas Health and Safety Code Section and Chapter 263 of the Texas Local Government Code. The District cannot sell or otherwise dispose of the Sprayer until the current public health emergency is over or December 31, 2020, whichever is later.

E. Notice and Contact Information

All notices, certificates or other communications under this Agreement are sufficient or will be deemed given when postmarked, and mailed by US certified mail, return receipt requested, and addressed as follows:

If to the District at: North Hays County Emergency Services District No. 1
 111 EMS Drive,
 Dripping Springs, TX 78620
 info@northhayscountyesd1.org
 (512) 829-4356

If to the City at: City Administrator, Michelle Fischer
 PO Box 384,
 Dripping Springs, TX 78620
 mfischer@cityofdrippingsprings.com
 (512) 858-4725

F. Effective Date

This agreement takes effect upon the date it is signed by both Parties.

G. Hold Harmless

- 1) TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, CITY SHALL DEFEND AND HOLD HARMLESS DISTRICT AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES OF INVESTIGATION AND LITIGATION, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, AND CAUSES OF ACTIONS WHATSOEVER (COLLECTIVELY, "CLAIMS") RESULTING OR ARISING FROM THE CITY'S USE OF THE SPRAYER UNDER THIS AGREEMENT, TO THE EXTENT ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF CITY, OR ITS AGENTS, EMPLOYEES OR CONTRACTORS. DISTRICT SHALL NOT BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF CITY'S EMPLOYEES OR PERSONNEL.
- 2) SIMILARLY, TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, DISTRICT SHALL DEFEND AND HOLD HARMLESS CITY AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL CLAIMS, AS MORE PARTICULARLY DEFINED IN SECTION G.1., RESULTING OR ARISING FROM THE DISTRICT'S USE OF THE SPRAYER UNDER THIS AGREEMENT, TO THE EXTENT ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF DISTRICT, OR ITS AGENTS, EMPLOYEES OR CONTRACTORS. CITY SHALL NOT BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF DISTRICT'S EMPLOYEES OR PERSONNEL.

- 3) NEITHER PARTY WILL BE RESPONSIBLE FOR CLAIMS ARISING OUT OF THE SOLE NEGLIGENCE OF THE OTHER PARTY. THE PAYMENT OF ANY AND ALL CIVIL OR OTHER LIABILITY, INCLUDING NEGLIGENCE, RESULTING FROM THE FURNISHING OF SERVICES UNDER THIS AGREEMENT IS THE RESPONSIBILITY OF THE INDIVIDUAL PARTY PERFORMING SUCH ACTS. THIS SHALL SPECIFICALLY INCLUDE, BUT NOT BE LIMITED TO, THE PAYMENT OF COURT COSTS, EXPENSES, AND ATTORNEYS' FEES RESULTING FROM ANY SUCH CLAIM OR LAWSUIT.
- 4) IT IS EXPRESSLY UNDERSTOOD THAT THE PARTIES DO NOT WAIVE, AND SHALL NOT BE DEEMED TO WAIVE, ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE TO IT AGAINST CLAIMS ARISING IN THE EXERCISE OF ITS GOVERNMENTAL POWERS AND FUNCTIONS, OR THAT MIGHT OTHERWISE BE AVAILABLE AT LAW OR IN EQUITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT.

H. Transferability

Except as may otherwise be expressly provided herein, the rights and obligations created by this Agreement may not be transferred or assigned to another party without the express written consent of the City and District.

I. Governing Law

The laws of the State of Texas shall govern any disputes or conflicts that arise under the terms of this Agreement. The venue for all legal actions involving this Agreement shall be Hays County.

J. Entire Agreement

This document represents the entirety of the agreement between the City and District. The Recitals above are true and correct and are incorporated herein. No oral or other written contracts outside of this Agreement shall have any affect unless they are approved in writing by the Parties and made a part of this Agreement.

K. Captions

The captions or headings in this Agreement are for convenience only and do not define, limit, or otherwise describe the scope or intent of any provision or section of this Agreement.

L. Severability

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, City and District have caused this Agreement to be executed by their duly authorized representatives.

Signed and effective this _____ day of November, 2020.

ATTEST:

**NORTH HAYS COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

By: _____
Robert Luddy
Board Secretary

By: _____
Geoffrey Tahuahua
Board President

CITY OF DRIPPING SPRINGS

By: _____
Michelle Fischer
City Administrator

Attachment "A"



INVOICE

010000389718282639747110000000003995000909203

North Hays County ESD 1
 Po Box 1604
 Dripping Springs, TX 78620-1604

Ship/Sold-To: 3897183
 North Hays County ESD 1
 111 Ems Dr
 Dripping Springs, TX 78620-2174

Bill-To: 3897182
 North Hays County ESD 1
 Po Box 1604
 Dripping Springs, TX 78620-1604

Invoice# 82639747	Invoice Date 09/09/20	Due Date 10/09/20	Invoice Total \$3995.00
Purchase Order# COVID19		Payment Terms Invoice Date + 30 days	
Customer DEA#		Customer State Reg#	
MTX Federal ID#		MTX D&B#	

LINE NO.	ITEM CODE	UNIT SIZE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	COM#	UNIT PRICE	EXT. PRICE	BOX NO.	SHIP FROM
This is a backordered shipment for order 91864197 original invoice 79970942										
1	136-3554	EA	Sprayer Clorox Total360 Electr Clx1100 ITEM UNDER 12 MONTHS WARRANTY FROM INVOICE DATE. CASE GOOD ITEM MAY BE SHIPPED SEPARATELY.	1	1	W C	3,995.00	3,995.00	1	IN
MERCHANDISE TOTAL							\$3,995.00			
INVOICE TOTAL							\$3,995.00			

Please refer to back of paperwork for Terms of Sale and disclaimer or go to
<http://www.henryschein.com/es-us/medical/legal/terms-conditions>. Each term is incorporated herein by reference.

Thank you for your order!

Ship To#	Bill To#	Invoice#	Invoice Date	Invoice Total	CODE STATUS KEY				
3897183	3897182	82639747	09/09/20	\$3995.00	S:Special Schein Pricing	* Item has Safety Data Sheet (SDS)			
					B:Backordered, Item will follow C:Case Good Item D:Discontinued, Item no longer available E:Special Offer	P:Packaged Item May be shipped separately R:Revised Kit S:Shipped from Multiple Buildings T:Transfer Item U:Temporarily Unavailable (please reorder)			
Order#	Order Date	# of Boxes	PO#		WH:MM,YY,DD (YY=25th Century)				
91864197	07/15/20	1	COVID19		WH:MM,YY,DD (YY=25th Century)				

Subscription Name/Address:
 111 Ems Dr
 Dripping Springs, TX 78620-2174
 (Cen. Reg. 00074867)

Please remit payments to: Henry Schein, Inc. Dept CH 10241 Palatine, IL 60055-0241 US

Page 1 of 1



City of Dripping Springs

Post Office Box 384
511 Mercer Street
Dripping Springs, Texas 78620

Agenda Item Report from:

Council Meeting Date:	November 17,2020
Agenda Item Wording:	Discuss and consider approval of an Ordinance Amending Chapter 2, Article 2.04 of the Dripping Springs Code of Ordinances related to the Dripping Springs Ranch Park Board to include clarification of the sponsorship agreement approval process and personnel matters.
Agenda Item Requestor:	Laura Mueller, City Attorney
Council Member Sponsor:	Councilmember Purcell
Summary/Background: In June 2020, City Council adopted an ordinance creating the DSRP Board and giving it authority to assist with matters at the Ranch Park. This ordinance clarifies the Board's authority by: - Review, approve, and finalize Sponsorship Agreements that are for more of a discount or expense than what is provided for in the DSRP Sponsorship Policy or the City Fee Schedule. - Narrow involvement in interviews and hiring to the Event Center Manager. - Provide the city council with monthly financial statements.	

Commission Recommendations:	N/a
Actions by Other Jurisdictions/Entities:	N/a
Previous Council Action:	Created Board.
Recommended Council Action:	Approval of Ordinance.
Alternatives/Options:	Modify or postpone action.
Budget/Financial Impact:	
Attachments:	Ordinance Staff Report
Related Documents at City Hall:	
Public Notice Process:	
Public Comments:	
Enforcement Issues:	
Comprehensive Plan Element:	
Next Step/Schedule:	City staff will assist implementation

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2020-_____

AN ORDINANCE AMENDING THE CITY OF DRIPPING SPRINGS CODE OF ORDINANCES CHAPTER 2. ADMINISTRATION AND PERSONNEL; ARTICLE 2.04 BOARDS, COMMISSIONS AND COMMITTEES ADDING DIVISION 5. DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS AND PROVIDING THE FOLLOWING: FINDINGS OF FACT; AMENDMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to update its existing Boards to include a Board for Dripping Springs Ranch; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the requirements within the ordinance are adopted to affect the purposes stated above; and

WHEREAS, the City Council finds that the amendments imposed by this Ordinance are reasonable, necessary, and proper for the good government of the City; and

WHEREAS, the City Council had a meeting and a public hearing on June 16, 2020 and recommended approval; and

WHEREAS, the City Council finds that the amendment proposed is reasonable, necessary, and proper for the good government of the City of Dripping Springs.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Dripping Springs, Texas:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. AMENDMENT

Chapter 2 “Administration and Personnel,” Article 2.04 “Parks and Recreation,” Division 2 “Dripping Springs Ranch Park Board of Directors,” of the City of Dripping Springs Code of Ordinances is hereby amended so to read in accordance with *Attachment “A,”* which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall

be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on Attachment "A".

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication of caption.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the 17th day of November 2020, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of the City of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Todd Purcell, Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT “A”

City of Dripping Springs
CODE OF ORDINANCES
CODE OF ORDINANCES

CHAPTER 2: ADMINISTRATION AND PERSONNEL

ARTICLE 2.04 BOARDS, COMMISSIONS AND COMMITTEES

Division 5. Dripping Springs Ranch Park Board of Directors

Sec. 2.04.121 Scope

This division shall apply throughout the city limits.

Sec. 2.04.122 Definitions

The terms listed below shall have the following meaning for purposes of this division. Any term not herein defined but defined elsewhere in this code shall have the meaning given by the code. Terms not otherwise defined by the city’s code shall be given the ordinary and common meaning.

Board. The city’s Dripping Springs Ranch Park Board of Directors, as created by this division.

Boardmember. An appointed member of the city’s Dripping Springs Ranch Park Board of Directors.

City. The City of Dripping Springs, an incorporated municipality located in Hays County, Texas.

City council. The governing body (i.e., board of aldermen) of the city.

Community events. Events organized in the city to enhance the community and encourage unity among residents.

Dripping Springs Ranch Park. A municipally owned and operated recreational facility located in the city.

Park. The Dripping Springs Ranch Park, a recreational facility owned and operated by the city.

Sec. 2.04.123 Board of directors created

- (a) Formation. There is hereby created the board of directors.
- (b) Membership. The board shall consist of and be governed by five (5) members.
- (c) Appointment and removal. Members of the board shall be appointed by the city council. Boardmembers may be removed by the city council for any reason. Any boardmember absent for three (3) or more consecutive regular meetings, or more than four (4) regular meetings within a fiscal year, unless excused, shall be deemed to have automatically and voluntarily resigned, and thus vacated the boardmember's position on the board.
- (d) Terms of office. Each boardmember will serve a two (2) year term and may be reappointed upon application. Vacancies on the board may be filled by appointment of the city council for the unexpired term. Upon the creation of the Board, the first three members appointed shall serve a two (2) year term and the other two members appointed shall serve a one (1) year term initially.
- (e) Municipal officers. Boardmembers are not municipal officers, but shall be obligated to comply with all ethical standards applied to officers of the city.
- (f) Management. The presiding officer of the board shall be a chair appointed by the city council from among the boardmembers. The presiding officer shall serve a term of two (2) years.
- (g) Voting. A quorum for all meetings of the board shall consist of a simple majority. The chair shall have the right to vote in matters before the board.

Sec. 2.04.124 Authority and responsibilities

- (a) Meetings. The boardmembers shall conduct meetings once a month. Meetings shall be conducted at the Dripping Springs Ranch Park, unless otherwise deemed appropriate by the chair. The boardmembers may hold public hearings as deemed necessary and appropriate. Other meeting times and locations can be selected by the chairperson, as deemed necessary and appropriate. All meetings are subject to the Open Meetings Act, chapter 551 of the Texas Government Code.
- (b) Policies and implementation. The boardmembers shall advise the city council on recommended policies and application of policies for the development, operation and management of the park and event center. Policy review may be undertaken by the boardmember upon its own initiative, or at the direction of the city council. The chair may be asked to appear in person to report on specific issues if requested to do so by the parks and recreation commission or the city council.
- (c) Duties and responsibilities. The board shall:
 - (1) Review and make recommendations relate to fees, events, forms, and policies of the Dripping Springs Ranch Park.
 - (2) Review, ~~makes recommendations approve~~, and finalizes Sponsorship Agreements where the City sponsors an event in an amount in excess of what is allowed in the Dripping Springs Ranch Park Sponsorship Policy (Resolution No. 2017-63) or the City Fee Schedule. All

sponsorships that fall within the Sponsorship Policy or the City Fee Schedule may be approved by the Event Center Manager. All approved Sponsorship Agreements shall be filed with the City Administrator and Parks and Community Services Director, for submission to city council for approval.

(3) Work with Event Center Manager and Parks and Community Services Director to establish and oversee an operating budget for Dripping Springs Ranch Park, contingent upon approval of the city council.

(4) The board shall interview all qualified finalists seeking the Event Center Manager position. ~~The board may interview finalists seeking other positions with the city directly related to the park.~~ Following interviews of the Event Center Manager position, the board shall make recommendations to the city council stating which (if any) candidate should be engaged by the city.

(5) Work with DSRP Event Center Manager and Parks and Community Services Director to provide the city council with ~~quarterly and annual~~ monthly financial statements showing income, expenditures, and profit or loss for Dripping Springs Ranch Park facilities.

(6) Budget. The board may determine expenditures related to the Dripping Springs Ranch Park. All expenditures shall be in accordance with the city's purchasing policy, city budget, and state law. Any expenditure that has not been authorized in the budget, is in excess of the authorized amount, or in an amount in excess of what is authorized by the purchasing policy, shall be submitted to city council before the expenditure may be made. Any approved expenditure shall be submitted to the city's event center manager or the maintenance director, as appropriate, for completion of a purchase order or agreement as required by the city's purchasing policy. If city staff desires a different vendor or product for a purchase, the board and staff's recommendations will be forwarded to the city administrator by city staff. The city administrator's decision shall be final. Any completed purchase of equipment shall immediately also be reported to the city administrator for inclusion in the city's liability coverage.

Sec. 2.04.125 Support

(a) City staff will provide logistical support to the board, as defined by access to city facilities for purposes of public meetings, access to city resources for purposes of copies and communications, and a designated staff liaison to coordinate and direct such support.

(b) The city website will provide a page via the staff liaison upon which the board may post:

- (1) Meeting information;
- (2) Agendas and minutes; and
- (3) Resource materials, if any.

Secs. 2.04.126–2.04.150 Reserved



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Tina Adams, Dripping Springs Ranch Park Event Manager

Council Meeting Date: 11.17.2020

Agenda Item Wording: Discuss and consider an Ordinance amending the Fee Schedule for the City of Dripping Springs including an amendment to the Dripping Springs Ranch Park Fee Schedule related to fees for: Trainer Day Fee, Overnight Parking Fee, DSRP Event Parking Fee.

Agenda Item Requestor: Councilmember Purcell

Summary/Background:

DSRP Trainer Day Fee \$20.00 | Hour | Private/Semi-Private Lesson

Trainers would have the opportunity to instruct students at DSRP and pay by session if they are not interested in purchasing an annual training membership. This is for un-mounted instruction only. Mounted instruction requires an additional day pass for riding. Trainers must still complete all administrative requirements before training students. Students must have a current membership pay for a day pass

DSRP Overnight Parking Fee: \$20.00 | Per Vehicle | Night

Currently DSRP offers overnight camping and RV reservations with applicable fees. This fee addresses the RV's, vehicles and trailers that park overnight without hooking up to reserved electrical spaces. The fee is the equivalent of current DSRP overnight camping fee.

DSRP Event Parking Fee: \$5.00 | Day | Per Vehicle

Applied to events expecting over 250 vehicles that require parking attendants. This fee will be charged to patrons attending such event and parking in the designated "Event Lot" at DSRP. This fee will help cover the cost of the parking attendants. Parking attendants are necessary for time periods in which the event center is hosting multiple rentals/events and strategic parking plans are implemented to ensure satisfied clients and patrons.

**Commission
Recommendations:**

**Recommended
Council Actions:**

Attachments:

Next Steps/Schedule:

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2020-____

AN ORDINANCE AMENDING ARTICLE A1.000 (GENERAL PROVISIONS) OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING THE DRIPPING SPRINGS RANCH PARK FEE SCHEDULE; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to provide for reasonable fees to recoup the cost of operating municipal facilities, such as Dripping Springs Ranch Park (“DSRP”), on the public’s behalf; and

WHEREAS, the City Council finds that the attached schedule of fees, is reasonable and prudent in light of the municipal resources expended at the DSRP; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the fees approved and instituted by this ordinance are consistent with, and in accordance with, the annual budget for the City.

NOW, THEREFORE, BE IT ORDAINED by the Dripping Springs City Council:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

Appendix A, Article A1.000 of the City of Dripping Springs Code of Ordinances is amended so to read in accordance with *Attachment A*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on *Attachment A*.

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the 17TH day of November 2020 by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT “A”

CITY OF DRIPPING SPRINGS

MASTER FEE SCHEDULE

SECTION 17. DRIPPING SPRINGS RANCH PARK FEES**17.1 Fees and Rates**

- (a) Pursuant to Chapter 284 of the Texas Local Government Code, there is hereby levied and assessed and shall be collected the application fees and public rights-of-way use rates set forth below.
- (b) A booking fee is due at the time of booking if booked two years or less in advance of the event to save the date. If the booking is more than two years prior to the event then the booking fee is due two years prior to the event to reserve the date. The booking fee is two hundred and fifty dollars (\$250) for non-profits and residents and five hundred dollars (\$500) for all other rentals. The base room rental fee is due six months prior to the first day of the event to keep the event. The booking fee is non-refundable, but will be used towards any incurred fees for the event.

17.2 Fields 1, 2, 3 & 4* and Trails

- (a) Full Day: \$100.00/field/day
- (b) Trails: \$450.00/event
- (c) Market Hourly Rate

17.3 Stalls

- (a) Event Center Stalls Full Day: \$25.00/stall/day
- (b) Small Barn Boarding Stalls: \$150.00/stall/month
- (c) Shavings: \$9.00/bag (sales tax included)
- (d) Grounds Fee: \$10.00/horse/day

17.4 Outdoor Arena*

- (a) Full Day: \$150.00/day, if rented with Event Center Facility, \$75.00/day
- (b) Outdoor Arena Lights: \$25.00/night
- (c) Use of the Concession Stand, Announcers Stand and Public Address System: \$50.00/day
- (d) Local 4H and Future Farmers of America groups are exempt for paying Outdoor Arena fees for practices (Outdoor Arena fees apply to these groups for any organized use of the Arena).

17.5 Horseback Riding throughout Park & Outdoor Arena

- (a) Outdoor Daily Use Permit: \$5.00/day/horse/bike
- (b) Indoor Arena Day Pass Permit: \$20.00/day/horse

- (c) Individual Riding Membership: \$200.00/year
- (d) Family Riding Membership (1 – 4 persons): \$500.00/year
- (e) Each Additional Family Member added to Family Riding Membership (5+ persons): \$100.00/person/year
- (f) Annual Outdoor only Riding Membership Permit: \$50.00/person, per year
- (g) Trainer Membership: \$400.00/year
- (h) Trainer Day Fee: \$20.00/hour
- (i) Youth Membership: \$100.00/person who is under the age of eighteen, per year
- (j) Coggins Certificate must be on person during park use.
- (k) Liability waiver must be signed by each permit holder.
- (l) Permit must be displayed in vehicle and on person during park use.

17.6 Overnight Primitive Camping Site

- (a) \$20.00/night/vehicle
- (b) Permit must be displayed on vehicle.

17.7 Event Center Facilities (Full Day is 12 hours; Half Day is 6 hours)*

17.7.1 Large & Small Indoor Arena & VIP Booths:

- (a) Large Indoor Arena: Full Day, Monday – Thursday: \$400.00/day
- (b) Large Indoor Arena: Full Day, Friday – Sunday: \$900.00/day
- (c) Large Indoor Arena: Half Day, Monday – Thursday: \$225.00/day
- (d) Large Indoor Arena: Each Additional Hour: \$50.00/hour
- (e) Small Indoor Arena: Full Day, Monday – Thursday: \$200.00/day
- (f) Small Indoor Arena: Full Day, Friday – Sunday: \$350.00/day
- (g) Small Indoor Arena: Half Day, Monday – Thursday: \$100.00/day
- (h) Small Indoor Arena: Each Additional Hour: \$25.00/day
- (i) VIP Booth: Full Day: \$150.00/day/VIP Booth
- (j) Arena After Hours Fee: \$150.00/hour based on seasonal Business Hours and additional information may be obtained by calling the Event Center.

17.7.2 Large & Small Special Event Center Rooms

- (a) Large Event Room: Full Day, Friday – Sunday: \$1,500.00/day
- (b) Large Event Room: Half Day, Friday – Sunday: \$800.00
- (c) Large Event Room: Full Day, Monday – Thursday: \$750.00
- (d) Large Event Room: Half Day, Monday – Thursday: \$500.00
- (e) Large Event Room: Special Event Room Each Additional Hour: \$75.00/hour
- (f) Small Event Room: Full Day, Friday – Sunday: \$800.00/day
- (g) Small Event Room: Half Day, Friday – Sunday: \$400.00/day
- (h) Small Event Room: Full Day, Monday – Thursday: \$400.00/day
- (i) Small Event Room: Half Day, Monday – Thursday: \$250.00/day
- (j) Small Event Room: Each Additional Hour: \$50.00/hour

17.7.3 Entire Event Center 9excludes stalls and RV Hookups)

- (a) Full Day: \$3,000.00/day
- (b) Each Additional Hour: \$75.00/hour

17.7.4 Vendor Hall/Front Porch

- (a) Full Day: \$400.00/day
- (b) Half Day: \$250.00/day
- (c) Each Additional Hour: \$35.00/hour

17.7.5 Concession Kitchen & Concession Stand

- (a) Concession Kitchen: Full Day: \$300.00/day
- (b) Concession Kitchen: Each Additional Hour: \$25.00
- (c) Concession Stand: Full Day: \$200.00/day
- (d) Concession Stand: Each Additional Hour: \$25.00/hour

17.7.6 Set-Up, Removal and Cleaning

- (a) Additional Panels including set-up: \$2.50/panel + hourly staff charge
- (b) Hourly Staff Charge for Panel Set-Up: \$25.00/hour/staff member
- (c) Special Portable Bleacher set-up: \$100.00/set
- (d) Stage set-up or removal in Special Event Room(s): \$50.00/event/stage
- (e) Stage set-up in Arena(s): \$50.00/event/stage

17.8 Recreational Vehicle Site with Hook-Ups

- (a) Recreational Vehicle Site with 30 amp: \$45.00/day
- (b) Permit must be displayed on vehicle
- (c) Recreational Vehicle Site with 50 amp (take up 2 parking spots): \$60.00/night/vehicle

17.9 Entire Park: All Facilities at Park (Entire Event Center, Outdoor Arena, Round Pen; Excludes Ranch House)

- (a) Full Day: \$4,000.00
- (b) Each Additional Hour: \$75.00

17.10 Equipment Rentals

- (a) Tables: \$8.00/each, per day
- (b) Chairs: \$15.00/cart (25 chairs)/day
- (c) Drag Fees during Event (includes up to 4 drags): \$100.00/day
- (d) Water/Drag Additional Fee (includes 2 drags): \$100.00/event
- (e) Additional Drags Add On: \$25.00/drag
- (f) Arena Packing: \$450.00/event
- (g) Special Dirt Needs: TBD at assessment per event specifications
- (h) Laser Timer: \$25.00/event
- (i) Jump Set (set up fees are additional): \$250.00/day
- (j) Jump Set Set-Up Fee: \$25.00/hour (one hour minimum)
- (k) Barrell Racing and Reining Drag Package: \$300.00/day

17.11 Custodial Cleaning Fees

- (a) Event Park: \$1,000.00/day
- (b) Event Center Entire Facility: \$750.00/event
- (c) Large Indoor Arena: \$300.0/day

- (d) Small Indoor Arena: \$150.00/event
- (e) Outdoor Arena: \$100.00/event
- (f) Large Special Event Room: \$350.00/event
- (g) Small Special Event Room: \$200.00/event
- (h) Vendor Hall/Front Porch: \$150.00/event
- (i) Concession Kitchen: \$150.00/event
- (j) Concession Stand: \$75.00
- (k) Fields/Trails: \$200.00/event
- (l) VIP Booth: \$25.00/booth/event

17.12 Electrical Requests

- (a) Large Amp Plugs: \$35.00/box (plug)
- (b) Direct Plug into Transformer: \$50.00/plug
- (c) Extension Cords: \$40.00/item/event

17.13 Sound System

- (a) Sound System Use: \$75.00/day
- (b) Projector/Screen Use: \$50.00/day
- (c) Audio/Visual Engineer: Fee TBD at assessment per event specifications.
- (d) Portable Sound System Rental: \$25.00/day

17.14 Recreational Vehicle Dump

- (a) \$20.00/occurrence

17.15 Damages & Fines

- (a) No glass containers are allowed on premises of the Dripping Springs Ranch Park and Event Center. This includes outdoor spaces. Failure to comply with this policy will result in a \$500.00 fine.
- (b) Events will be required to complete a damage waiver and complete a credit card authorization form. In the event of any damage, the user will be contacted to either pay for the damages or, if the user does not pay the damages or is unavailable, the damage costs will be charged to the credit card on file.

17.16 Business Opportunities (non-peak)

- (a) Event Center Manager may allow rental available space (14 days from event) at 50% of base rental fee.
- (b) Event Center Manager may allow general use rental rate-booked 14 days or less days in advance for unused event space \$75.00 per hour/minimum 2 hours rental-maximum 4 hours rental.

17.17 Special Fees

- (a) Holiday Fee-Events booked on city holiday or holiday weekends: 20% additional fee per event.
- (b) After Hours Fee-Assessed to events that extend past business hours: \$150 per extended hour. Business hours are set by the Event Center Manager based on the season.

Additional information related to business hours may be obtained by contacting the Event Center.

17.18 Special Events and Programming

- (a) Special fees for events, clinics, and programming may be set by the DSRP Board in consultation with the Parks and Recreation Director and Event Center Manager by written agreement to be executed by the City Administrator.

17.19 Parking Fees

- (a) Overnight Parking Fee: \$20.00/vehicle per night
- (b) Event Parking: \$5.00/vehicle per day

SECTION 18. FEE DISCOUNTS AND WAIVERS

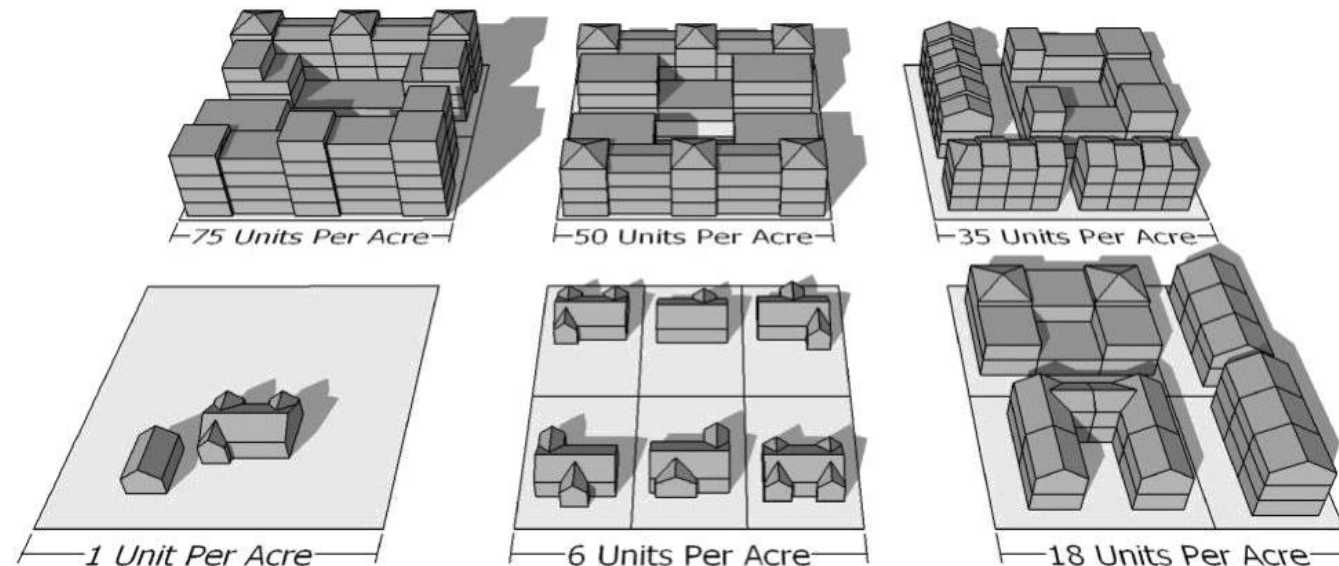
- 18.1 Fee Discounts and Waivers Discouraged:** Fee discounts and waivers are discouraged. The City of Dripping Springs' fees are based on the actual cost to the City for providing the goods, services, and reviews.

- 18.2 Request for Discounted Fees:** Any person may submit an application for a fee waiver at the time of application for the underlying permit or service. The City Administrator shall review each request and may approve up to a ten percent (10%) fee waiver based on the application and whether such discount will serve a public purpose. The City Administrator's decision is final. An application under this section cannot be made if another discount based on a previous agreement with the City has been granted including but not limited to:

- (1) Sponsorship Agreements; and
- (2) Development Agreements

What is Residential Density

- Residential density refers to the number of dwelling units per acres of land (DU/Acres)
- Density is used in planning for new residential development to measure the amount of new housing to go on a specific site.

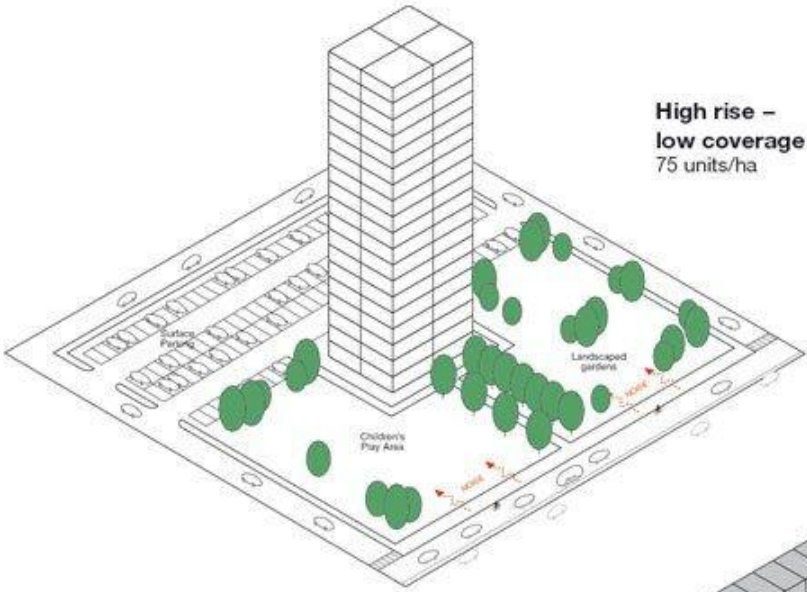


Calculating Density

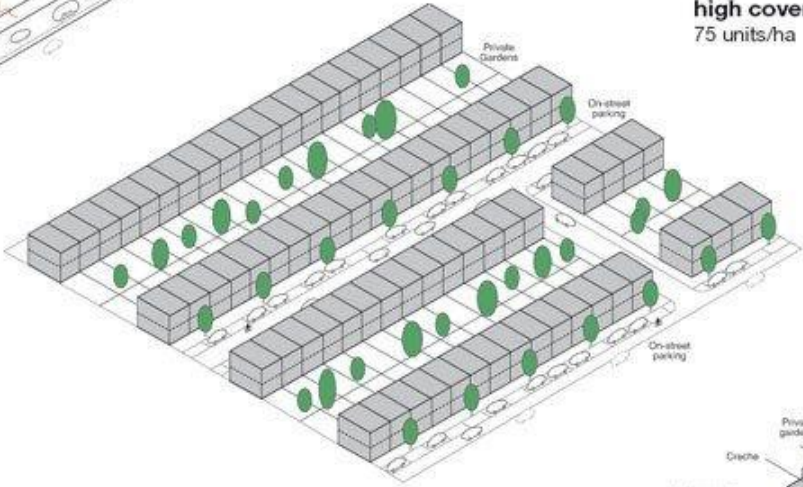
Item 7.

- There are two ways to calculate density
 1. Gross Density is the number of units divided by the acreage of the entire area
 2. Net Density is the number of units divided by the acreage of residential area

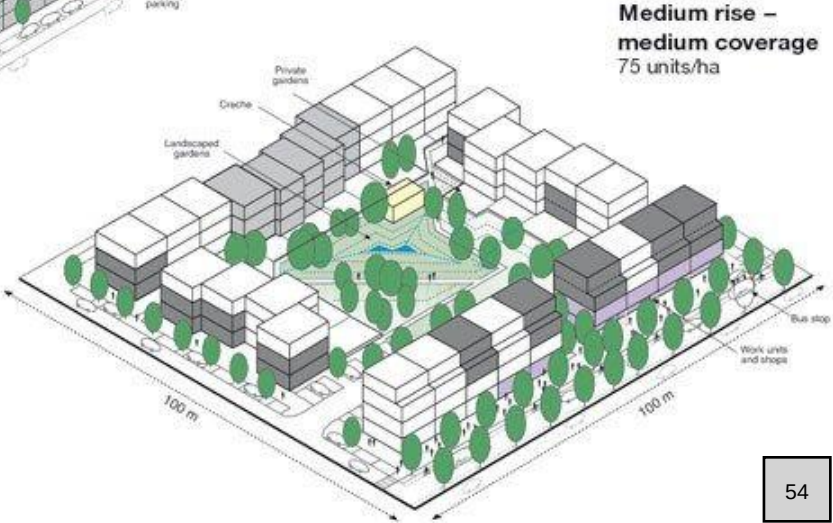
Gross density can result in the same traffic congestion that can be a major concern of density



High rise –
low coverage
75 units/ha



Low rise –
high coverage
75 units/ha



Medium rise –
medium coverage
75 units/ha

Key
Target a mix of activities
Include a variety of house types

- Community facilities
- Shops and workspaces
- Maisonettes
- Houses
- Apartments

- Badly designed high density can lead to various issues
 - Cramped
 - Traffic congestion
 - Increased parking demand
 - Lack of privacy
 - Reduced open space
 - Inability to fit in with the surrounding community
- Low Density can lead to
 - Urban Sprawl
 - Feelings of isolation
 - Car dependency
 - Difficulties in offering a wider range of housing options
 - Affordability issues

Ways density is observed

Item 7.

- Visually
- Height
- Setbacks
- Impervious cover
- Open space
- Traffic congestion

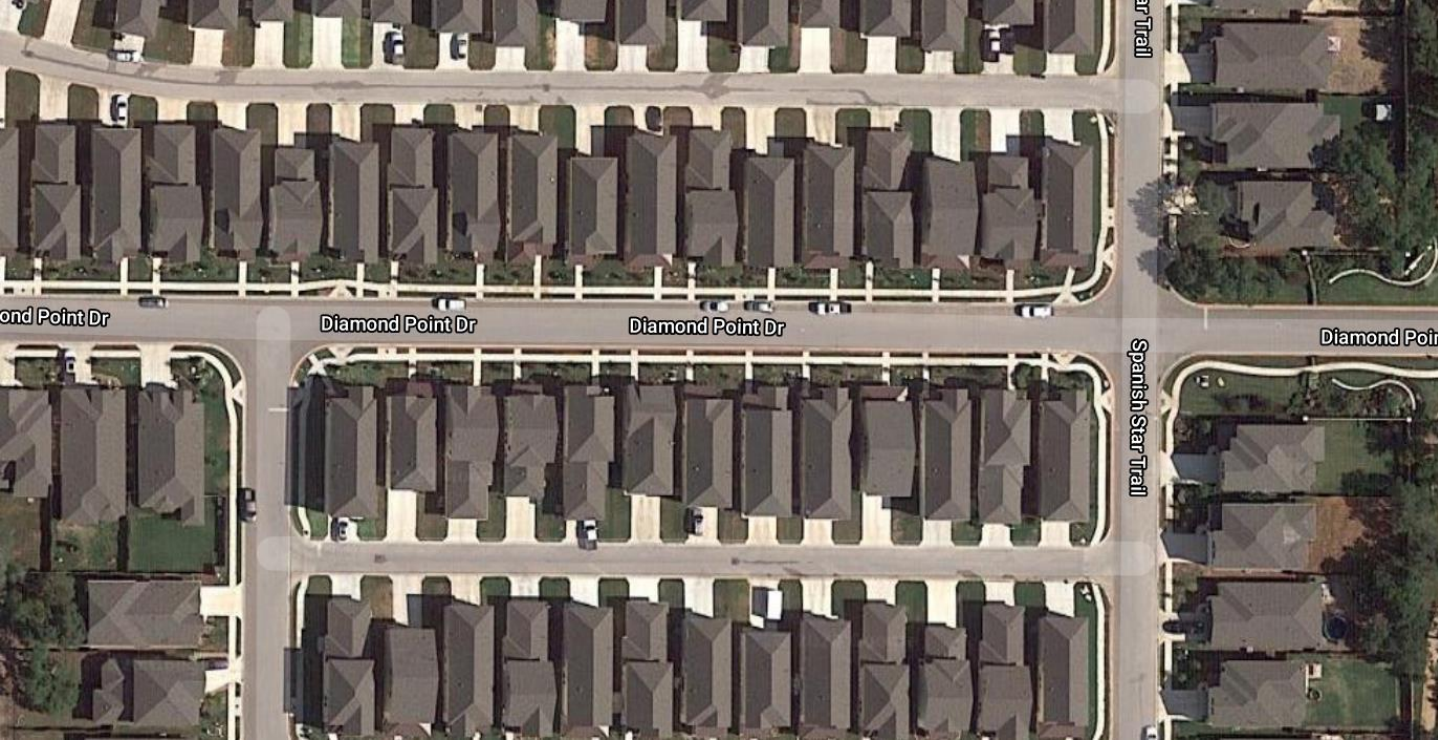
High Density – Texas Heritage



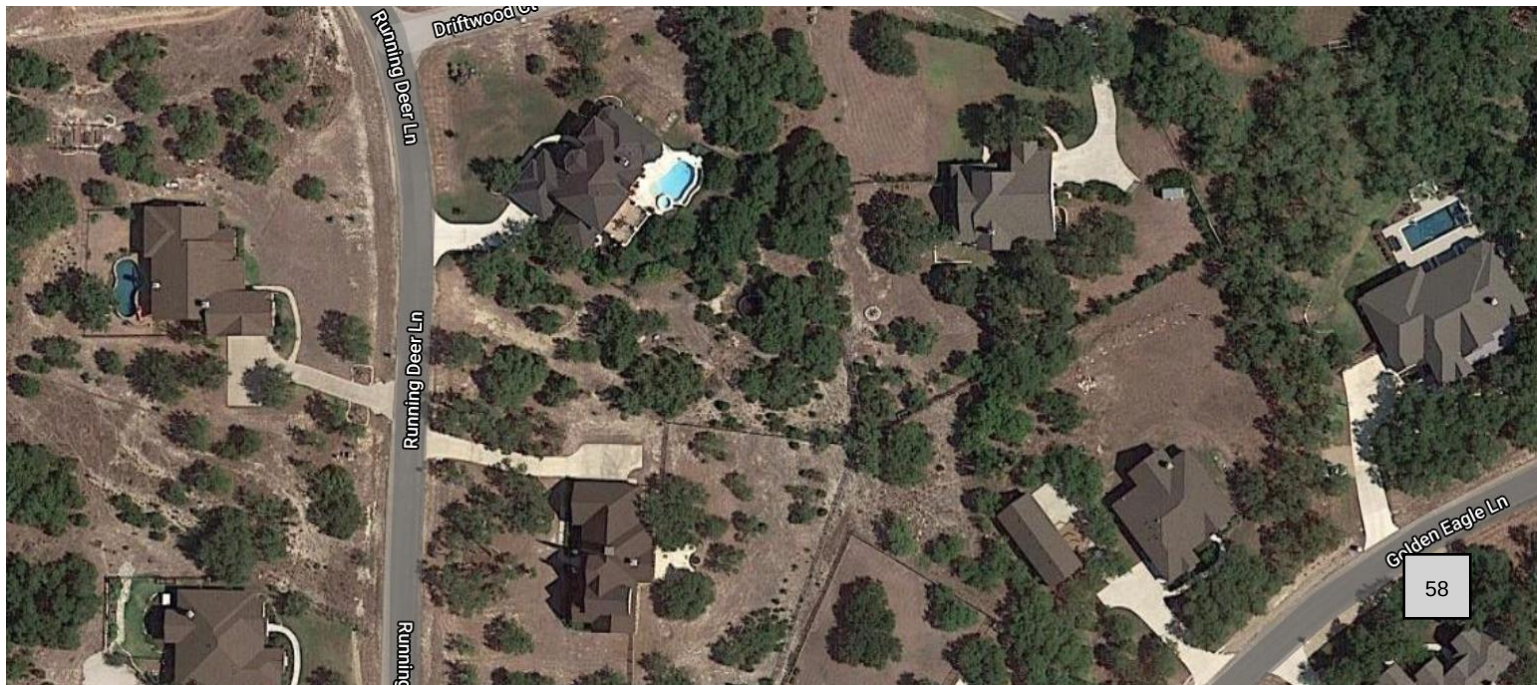
Low Density – Hidden Springs

Item 7.

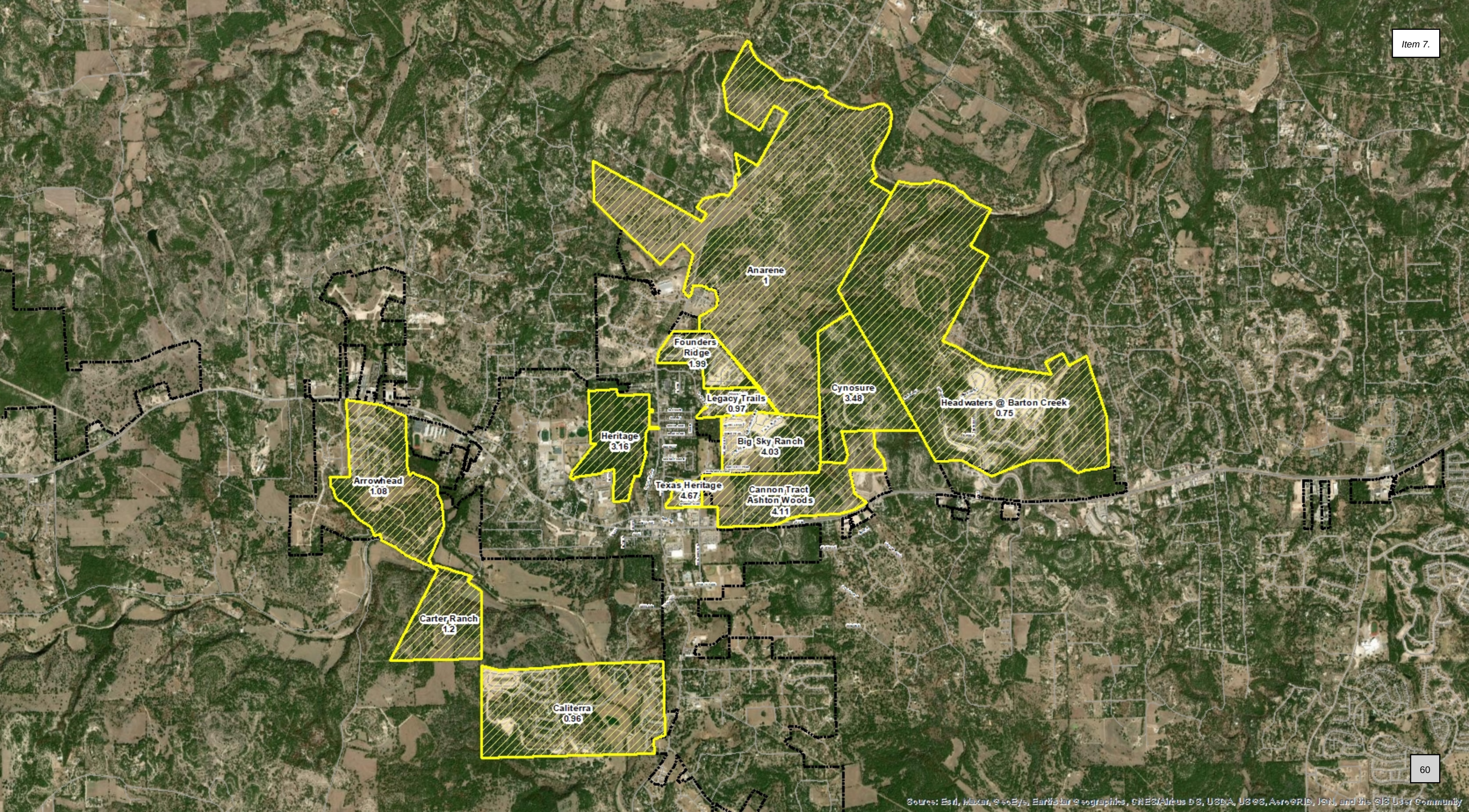




Item 7.



Density Map



Development	City Limits/ETJ	Single Family Lot or LUEs	Wastewater	Acreage	Density per Acreage	34/35	40	45	50	60	65/70
Anarene	ETJ	1677	WW-CODS	1677.61	1				X		
Arrowhead	City Limits	403	WW-CODS	374.2	1.08				X	X	X
Big Sky Ranch	City Limits	805	WW-CODS	200	4.03	X		X		X	
Caliterra	ETJ	567.7	WW-CODS	592	0.96				X		
Cannon Tract	City Limits	400	WW-CODS	97.049	4.12		X	X			
Carter Tract	ETJ	235	WW-CODS	196.8	1.19				X		
Cynosure	ETJ	985	WW-CODS (Proposed)	283	3.48		X		X	X	
Founders Ridge	City Limits	204	WW-CODS	102.479	1.99						X
Headwaters	ETJ	1000	WW-MUD	1336.7	0.75				X	X	X
Heritage	City Limits	595	WW-CODS	188.13	3.16	X	X	X	X	X	
Legacy Trails	City Limits	54	Septic	55.7026	0.97						
Texas Heritage	City Limits	139	WW-CODS	29.784	4.67	X		X			

Zoning Districts	Lot Size	Units per acre*	parkland per acre**
SF-1	1 acre	1	0.04
SF-2	0.5 acre	2	0.08
SF-3	3,500 sq ft	12.5	0.5
SF-4	10,000 sq ft	4.35	0.174
SF-5	2,500 sq ft	16.67	0.6668
MF	1,815 sq ft	24	0.96

1 acre= 43,560 sq ft

*Maximum density a subdivision can build to

** Based on SF= 1 LUE

ETJ Minimum Lot and Unit Sizes

Wastewater System	Aquifer Zone	Surface or Rainwater	Public Water Supply	Private Well
Public Sewer	Recharge	1.5	1.5	2
	Contributing	0.75	0.75	1.5
	WQBZ	2.0/Av 3.0	2.0/Av 3.0	2.0/Av 3.0
Private Septic	Recharge	2	2	2
	Contributing	1.5	1.5	2
	CWQZ	2	2	2
	WQBZ	2.0/Av 3.0	2.0/Av 3.0	2.0/Av 3.0



PLANNING & ZONING COMMISSION REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, October 27, 2020 at 6:30 PM

MINUTES

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting

<https://us02web.zoom.us/j/85842339524?pwd=aDhXa1J6Y2RVM2lTaG85Yk0zTFptZz09>

Meeting ID: 858 4233 9524

Passcode: 222242

Dial Toll Free:

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Find your local number: <https://us02web.zoom.us/j/85842339524>

Join by Skype for Business: <https://us02web.zoom.us/skype/85842339524>

CALL TO ORDER AND ROLL CALL

Commission Members present were:

Mim James, Chair

James Martin, Vice Chair

Christian Bourguignon

Roger Newman

Evelyn Strong

Tammie Williamson

Commission Member absent was:

John McIntosh

Staff, Consultants & Appointed/Elected Officials

City Attorney Laura Mueller

Senior Planner Amanda Padilla

City Engineer Chad Gilpin

Architectural Consultant Keenan Smith

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member April Harris-Allison

With a quorum of the Commission present, Chair James called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE

Chair James led the Pledge of Allegiance to the Flag.

PRESENTATION OF CITIZENS

A member of the public who desires to address the Commission regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the Commission's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the Commission. It is the request of the Commission that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentation of Citizens.

Council Member April Harris-Allison spoke and introduced herself to the Commission.

BUSINESS

1. Approval of the September 22, 2020 Planning & Zoning Commission regular meeting minutes.

A motion was made by Vice Chair Martin to approve the September 22, 2020 Planning & Zoning Commission regular meeting minutes. Commissioner Bourguignon seconded the motion which carried unanimously 6 to 0.

2. Discuss and consider approval of the Planning & Zoning Commission 2021 annual meeting calendar.

Andrea Cunningham's staff report is on file. Staff recommends approval of the 2021 meeting calendar with no changes.

A motion was made by Vice Chair Martin to approve the Planning & Zoning Commission 2021 annual meeting calendar as recommended by staff. Commissioner Williamson seconded the motion which carried unanimously 6 to 0.

3. Discuss and consider recommendation regarding the City of Dripping Springs Development Density.

Amanda Padilla presented the staff report which is on file.

Vice Chair Martin commented on the maps and would like to know both net and gross density when looking at developments.

Chair James referred to the comprehensive plan and its favor of higher density in the core. Discussion of what the City core is and the use of mix of lot sizes occurred.

Each commissioner member weighed in on the density issue in order to provide guidance to City Council:

Vice Chair Martin is concerned about high density causing fire safety (Texas Heritage Village). He likes the idea of setting aside green space in perpetuity, and believes walkability is important near downtown; however, he is worried about consumers' perceptions of a mix of lot sizes next to each other. Vice Chair Martin defines the City Core as East of HEB and heading West past Tractor Supply to Dripping Springs Middle School, and North on 12 to the Methodist Church and South almost to 150. He added that some of the best places to put commercial is where we already have residential because they requested it first, and the City should look at where we can still have commercial in downtown or near downtown Dripping Springs.

Commissioner Roger Newman is worried about maintenance on houses on smaller lots.

Commissioner Christian Bourguignon agrees that discussing density the core is important. He is not worried about maintenance on houses on smaller lots, deterioration occurs in all sizes of lots. He agrees with Vice Chair Martin definition of the core, and would the City to include something to encourage pedestrian traffic area and infill near downtown Dripping Springs - open spaces help with the traffic burden.

Commissioner Evelyn Strong agrees it's nice to have open space, but they become placeholders for future very valuable undeveloped real estate if they are not restricted. The City should make sure the land is restricted if that is the City's intent or save it for commercial or institutional uses, and defers to our expert planners. She sees Mercer Street and 12 as the core, and Arrowhead to Headwaters is the Core from east to west.

Commissioner Tammie Williamson is still determining the core. She likes different housing types within the same subdivision to ensure affordability, and the product in Big Sky Ranch but doesn't know if the City should have this product throughout. She also emphasized a mixture within a large subdivision is worthwhile.

Chair James stated that Texas Heritage Village supplied a niche for affordable type housing. \$310-350K is not affordable.

Keenan Smith offered three density tools/considerations. The Comprehensive Plan is the primary guidance, and the Zoning and Subdivision Ordinances are the implementation regulations. Keenan likes the conservation development option and values the open space for environmental purposes and outside activity, but has concerns that there is not affordable housing types for workers in Dripping Springs. He expressed that density is enabled by the availability of infrastructure and that development should emphasize the natural environment in Dripping Springs. Keenan defines the Core as from Wallace Mountain to the Dripping Springs Middle School, and from 150 to Dripping Springs Ranch Park. Keenan also spoke about Planned Growth Advisory Group.

Chair James discussed the possibility of creating an advisory group and how that could contribute to the zoning and comprehensive plan updates.

4. Discuss and consider recommendation for a Municipal Utility District Policy.

Laura Mueller presented MUD issues to the Commission. Vice Chair James asked about debt and financing in relation to MUD and how improvements are treated after construction.

EXECUTIVE SESSION

The Planning and Zoning Commission for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The Planning and Zoning Commission for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

5. **Consultation with City Attorney related to legal issues regarding Zoning Ordinance updates, Development Agreements, and density of development.** *Consultation with City Attorney, 551.071*
6. **Consultation with City Attorney related to legal issues regarding Municipal Utility Districts and a MUD Policy.** *Consultation with City Attorney, 551.071*

The Commission did not meet in Executive Session.

UPCOMING MEETINGS

Planning & Zoning Commission Meetings

November 15, 2020 at 6:30 p.m.

December 16, 2020 at 6:30 p.m.

City Council & Board of Adjustment Meetings

November 10, 2020 at 6:00 p.m.

November 17, 2020 at 6:00 p.m.

December 8, 2020 at 6:00 p.m.

ADJOURN

A motion was made by Vice Chair Martin to adjourn the meeting. Commissioner Bourguignon seconded the motion which carried unanimously.

This regular meeting adjourned at 8:20 p.m.

LICENSE AGREEMENT

This License Agreement (this “License”) is made by and between the City of Dripping Springs, a Type A General Law city (“Licensor”), and Dripping Springs Visitors Bureau, a Texas non-profit corporation (“Licensee”), effective as of the date set forth on the signature page hereto.

WHEREAS, that certain property more particularly described below (the “Property”) is public property owned and maintained by Licensor; and

WHEREAS, as a public service, for the benefit and improvement of the community, Licensee intends to display three (3) visitors guide boxes (the “Displays”); and

WHEREAS, subject to the terms and conditions of this agreement, the City hereby grants Licensee a revocable exclusive license to display three (3) visitors guide boxes at the locations described below; and

WHEREAS, the Licensor finds that it is the best interest of the City and its residents to display three (3) visitor guide boxes;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **License.** Licensee shall have the right to enter upon the Licensed Property including City Property and right-of-way to post and takeaway, three visitor guide boxes and for all purposes related thereto. Licensed property is:
 - (a) next to the pedestrian light in front of the Home Sweet Home store located at the corner of Mercer Street and Old Fitzhugh Road (see **Attachment A**);
 - (b) next to the bike racks in front of the Revel Wilde store located on Mercer Street (see **Attachment A**); and
 - (c) a location along Mercer Street to be mutually agreed upon by the City Administrator and the Dripping Springs Visitors Bureau Director.
2. **Duration.** Displays may be on City Property until December 31, 2025.
3. **Consideration.** In consideration for this License, Licensee agrees to install the visitors guide boxes in a good and workmanlike manner.
4. **Assignment.** Licensee shall not assign this License to any third party without the express written consent of Licensor, such consent not to be unreasonably withheld. This License shall bind and inure to the benefit of the parties hereto, their respective heirs, successors and permitted assigns.
5. **Licensee’s Duties.**

- (a) **Compliance with City Code.** Displays shall be done to City Standards. All displays shall be installed in a safe and workmanlike manner and shall not interfere with the use of the city right-of-way or city property.
 - (b) **Coordination with City.** Displays shall be placed with supervision of City Staff if requested by Licensor. Licensee shall give Licensor at least twenty-four (24) hours' notice before placing any Displays.
 - (c) **Inspection.** The Licensee shall allow for inspection by the Licensor at any time.
6. **Licensor's Duties.** Licensor shall provide an adequate site for the Displays as outlined above.
 7. **Licensor's Rights.** The Licensee's right to use the Licensed Property as provided in this Agreement is expressly subject and subordinate to the present and future right of the Licensor to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets, and related appurtenances on, beneath, or above the Licensed Property. The Licensor shall take reasonable measures to prevent damage to the Displays.
 8. **Contingency.** This Agreement is contingent on the Licensee putting up and taking down three (3) visitors guide boxes without damaging Licensed Property.
 9. **Termination.** Either party may terminate this Agreement with seven (7) days' notice for any reason.
 10. **Indemnity.** Licensee shall hold harmless, defend and indemnify Licensor against any suits, liabilities, claims, demands or damages, including without limitation personal injuries and attorneys' fees, arising from Licensee's exercise of the License. The Licensor shall not be responsible for any damages to the Displays.

IN WITNESS WHEREOF, the undersigned have executed this License Agreement effective as of the ____ day of _____, 2020.

LICENSOR
City of Dripping Springs

LICENSEE
Dripping Springs Visitors Bureau

Bill Foulds, Jr., Mayor

Pam Owens, President & CEO

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT A







Corner of Mercer & Old Fitzhugh Rd.



Bike Rack in front of Revel Wilde



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: November 17, 2020

Agenda Item Wording: **Discuss and consider approval of a Memorandum of Understanding between the Texas Music Office within the Office of the Governor and the City of Dripping Springs for the Maintenance of the Texas Music Industry Directory and appointment of city members to interim committee with Visitors Bureau to design City program and permanent committee structure.**

Agenda Item Requestor: Pam Owens, Director, Dripping Springs Visitors Bureau

Summary/Background: Dripping Springs's participation in the Texas Music Friendly Community Program has been recommended by Pam Owens, Director of the Dripping Springs Visitors Bureau. Mayor Pro Tem Manassian, Communications Director Lisa Sullivan, Parks and Community Services Director Kelly Schmidt, Ms. Owens, and numerous local stakeholders attended a Music City workshop to learn about the program (see attached Music City Community presentation for further information).

The Music City program designates a single point of contact in the community for the music industry. The city would appoint a Music Officer or Liaison as the point of contact. Ms. Owens has offered to serve in that role. An Advisory Board or Council would also be created with members representing a cross-section of the local music industry's stakeholders. Ms. Owens has proposed the structure and membership of an Advisory Council (see attachment). Through the MOU, the city agrees to submit a data set for the Texas Music Industry Directory (see attached MOU). The dataset is a listing of recording studios, music venues, booking agents, producers, musicians, and other music businesses.

Participation in the program has many benefits, including support of the local music industry, improved communications with the local music community, cultural and artistic growth, new tourism strategies, and improved city brand building.

**Commission
Recommendations:** N/A

**Recommended
Council Actions:** Approve the MOU, appoint Lisa Sullivan and Kelly Schmidt to the interim committee to design City program and permanent committee structure. Direct staff to prepare an MOU between the City and the DS Visitors Bureau.

Attachments: MOU, Proposed Advisory Council List, Texas Music City Community Program presentation.

Next Steps/Schedule: Notify DS Visitors Bureau of action.



**TEXAS MUSIC
OFFICE**

*Music Friendly
Communities*



texasmusicoffice.com



facebook.com/texasmusicoffice



@texasmusicoffice



@txmusicoffice

**NEW
BUSINESS
DEVELOPMENT**

*Build industry infrastructure
and create jobs*

*Connect and network with
industry professionals*

**MUSIC
INDUSTRY
RESOURCES**

*Support next generation of
Texas musicians*

**LICENSE
PLATE
GRANTS**

*Enhance and grow industry
communities statewide*

**MUSIC
FRIENDLY
COMMUNITIES**



TEXAS MUSIC OFFICE

For 30 years the Texas Music Office has served the Texas music industry. Its mission to create opportunity and connect businesses continues today. Our core functions are to serve as a clearinghouse for Texas music industry information via the TMO's Texas Music Industry Directory (a business referral network comprised of 15,000-plus Texas music businesses), serve as a liaison between music businesses and government offices and agencies, publicize significant developments within the industry, and to attract essential music industry to foster the economic development of Texas music businesses and musicians.



TEXAS MUSIC ECONOMY

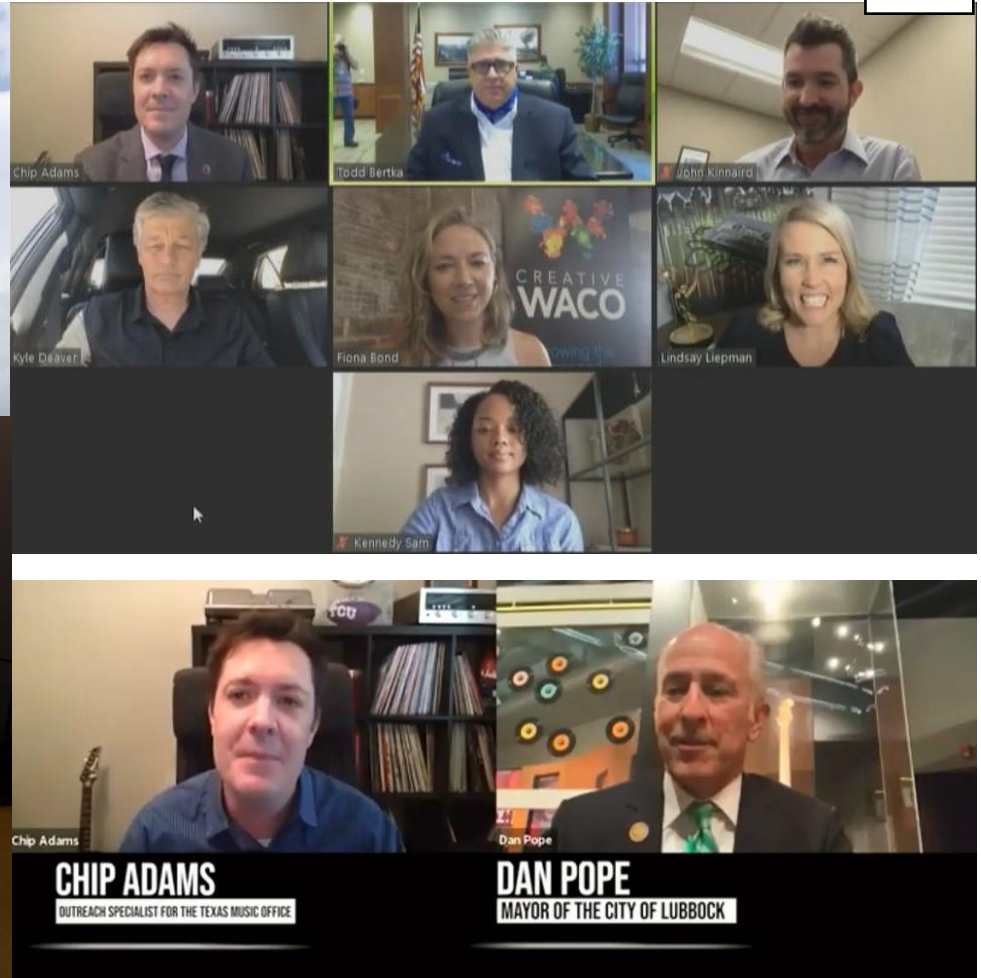
Combined, music business and music education directly account for just under 97,000 permanent jobs, \$4.1 billion in annual earnings, and just over \$9.6 billion in annual economic activity, up from almost 95,000 jobs and about \$8.5 billion in annual activity.

The ripple effects associated with the direct injection related to music business and music education bring the total impact (including the direct effects) to over **209,000 permanent jobs, \$6.5 billion in earnings, and \$23.4 billion in annual economic activity.** The State of Texas also realizes approximately **\$390 million in tax revenue** from these impacts.



MUSIC FRIENDLY COMMUNITIES

“The Texas Music Office believes that it is essential to the well-being of our statewide music industry that we become a more interconnected and organized community. Every city in Texas has its own identity and contribution to our unique industry landscape. We want to work with all of them to help grow their local music industry economies. By establishing a single point of contact within a city organization to service the concerns of the local music industry, cities can more effectively communicate with industry professionals and articulate industry issues that may need to be addressed by city leadership. These strategies will greatly benefit music industry professionals statewide, and will allow each city to better market itself globally. As the TMO works to expand the Music Friendly Communities program, we will also work to connect these points of contact with one another to share best practice concepts. It is our firm belief that by sharing information about industry successes, as well as missteps, we will make Texas a more productive and profitable music industry and a more strategically-placed player in the international music industry landscape.”



CERTIFIED COMMUNITIES

ABILENE – ALPINE – AUSTIN – BASTROP – CONROE – DENTON
 FORT WORTH - LINDALE – LUBBOCK – MCKINNEY – NACOGDOCHES
 SAN ANGELO – SAN ANTONIO – STEPHENVILLE – WACO – WAXAHACHIE



WHAT DOES IT MEAN TO BECOME A CERTIFIED MUSIC FRIENDLY COMMUNITY?

- Create a real system to listen and react
- Better understand an important industry
- Work with stakeholders to create impact
- Learn from others within a new statewide network



HOW IT WORKS



SINGLE POINT OF CONTACT

- EMPOWER A MUSIC OFFICE OR LIAISON WITHIN A DIVISION OF CITY GOVERNMENT
- HELP THE COMMUNITY DEFINE ITSELF
- NAVIGATE CITY POLICY
- LEAD STRATEGY



ADVISORY BOARD OR COUNCIL

- CAN BE CREATED IN VARIOUS WAYS
- REPRESENTATIVE CROSS-SECTION OF INDUSTRY STAKEHOLDERS
- PROVIDE A MEANINGFUL FORUM



ENGAGEMENT

- PROFESSIONALS ARE BUSY PEOPLE
- CREATE OPPORTUNITIES FOR INTERACTION
- SPREAD THE MESSAGE
- SUPPORT EACH OTHER



CERTIFICATION CHECKLIST



Host a Texas Music Office-sponsored Music Friendly Communities Workshop.



Establish a Music Office/Liaison within a division of city government (city office, economic development corporation, CVB).



Create an advisory board that works in partnership with Music Office, facilitating communication between the community's music industry and the Music Office.



Register the Music Office/Liaison with the TMO's Texas Music Industry Directory.



Sign a mutually agreed upon MOU, creating a working arrangement for the sharing of data, and protocols for keeping the directory information current.



With assistance from the TMO, begin the process of conducting a comprehensive local music industry economic impact study.



BENEFITS OF THE MFC PROGRAM

- VALIDATE AND SHOW SUPPORT FOR AN IMPORTANT LOCAL INDUSTRY
- CREATE A MORE SUPPORTIVE AND CONNECTED COMMUNITY
- CULTURAL DEVELOPMENT AND ARTISTIC GROWTH
- NEW TOURISM STRATEGIES IMPORT / EXPORT
- IMPROVE CITY BRAND BUILDING
- TRUE ECONOMIC IMPACT



RESULTS

- FORT WORTH – GAS CARDS / TRAVEL GRANTS
- DENTON – AFFORDABLE HEALTH INSURANCE
- CONROE – IMPROVED MASS GATHERING PERMIT





texasmusicoffice.com Item 9.



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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TEXAS MUSIC OFFICE WITHIN THE OFFICE OF THE GOVERNOR
AND THE**

FOR MAINTENANCE OF THE TEXAS MUSIC INDUSTRY DIRECTORY

This Memorandum of Understanding (“MOU”) for ongoing maintenance of the _____ dataset of the Texas Music Directory is entered into by and between the Texas Music Office within the Office of the Governor (“OOG”) and the _____ (“City”). The OOG and City shall be referred to collectively as the “Parties.”

I. PURPOSE

The purpose of the MOU is to document the responsibilities of the Parties for export and maintenance of the _____ dataset within the Texas Music Industry Directory (the “Directory”). The Directory consists of listings of recording studios, music venues, booking agents, producers, musicians, and other music businesses and is published on the State-owned and managed website, TexasMusicOffice.com. The Directory will be matched and updated from the correlating City-owned dataset of _____-area music businesses with the (____) and (____) area codes.

This MOU encourages mutual cooperation of the Parties to maintain the accuracy of the information within the _____ dataset to help the OOG meet its legislative mandate of promoting the development of the music industry in Texas by informing members of that industry and the public about the resources available in the state for music production. Additional information on the websites, dataset format, and the primary contacts assigned to maintain those datasets are described in this MOU. In addition, this MOU permits the City to use information exported from the Directory to create and maintain an _____ Music Industry dataset to promote the development of the _____ music industry.

The Parties, in consideration of the mutual covenants and agreements to be performed as set forth in this MOU, agree as follows:

II. TERM

Upon execution by the Parties, this MOU shall commence effective upon the signature of the last Party to sign this MOU, and shall remain in effect for a period of one year, unless extended by option of the Parties or terminated earlier pursuant to the terms of this MOU. This MOU may be extended by agreement of the Parties in any increment of months, for up to thirty-six (36) months.

III. SCOPE

The _____ dataset will be exchanged between the Parties twice a year. Both Parties shall have the ability to receive updated dataset information from the other Party. Maintenance includes the exporting, updating and monitoring of the _____ dataset of the Directory. The Parties will cooperate in good faith at all times to comply with all applicable laws. The Parties shall cooperate when developing priorities and

performing maintenance activities with respect to the _____ dataset, and will share information to create a more accurate Texas Music Industry Directory for the mutual benefit of both Parties.

The Parties shall identify primary contacts for all ongoing correspondence and communication related to this MOU. Requests for the twice-a-year export of the dataset and questions about information within the dataset will be managed by these contacts.

The Parties acknowledge that the directory is a priority and agree to dedicate staff time as necessary to perform the tasks required to ensure proper maintenance of the _____ dataset of the Directory.

IV. MANAGING PARTIES

CITY MUSIC DIVISION / CVB

Name
Title
Department
Address
City, STATE, Zip Code
Phone
[Email](#)

TEXAS MUSIC OFFICE WITHIN THE OFFICE OF THE GOVERNOR

Brendon Anthony
Department Director
Texas Music Office
1100 San Jacinto Boulevard
Austin, Texas 78701
(512) 284-1999
brendon.anthony@gov.texas.gov

V. OOG RESPONSIBILITIES

The OOG shall undertake the following activities during the term of the MOU term:

1. Export the current _____ Music Industry dataset twice annually during the months of January and July as an Excel spreadsheet or tab-delimited file. The dataset includes and is limited to: business name, business sort code (how the business is sorted alphabetically), business address, business phone number, contact name & contact job title, business email address, business website URL, genre businesses work within, business category, year business was established, and a business description. The OOG contact will then email an Excel spreadsheet and/or tab-delimited file of the export to the City so that the City may create an _____ Music Industry dataset to be published on the City's website, and so that the City may research the accuracy of the dataset.
2. Ensure that the City is kept aware of any website changes that may affect the _____ database.
3. Establish and maintain communication with businesses in the Texas Music Industry Directory to assist in the updating of the current listings as necessary.

VI. CITY RESPONSIBILITIES

The City shall undertake the following activities during the term of the MOU term:

1. Assist the OOG in maintaining the _____ Music Industry dataset, located at: <https://gov.texas.gov/apps/music/directory/results/All/region/> (INSERT CORRECT LINK)
2. Review and update where possible all exported entries within the _____ Music Industry dataset.

3. Update and export the _____ dataset twice annually during the months of January and July, to be sent to the OOG for update of the online Directory within 3 months of receiving the exported dataset from the OOG.
4. Promote public awareness of the _____ Music Industry dataset and encourage utilization by industry members.

VII. TEXAS PUBLIC INFORMATION ACT

The exchange of information by the Parties is not a release of information to the general public, but rather an intergovernmental transfer of records from one governmental body to another for an official purpose. Notwithstanding any provisions of this MOU, the Parties acknowledge that they are subject to the Texas Public Information Act, Texas Government Code Chapter 552, and (the "PIA") and that this MOU and any information created or exchanged in connection with this MOU is subject to the PIA. The Parties agree to notify each other in writing within a reasonable time from receipt of a request for information covering the subject matter of this MOU. The OOG, in consultation with the City, will make a determination whether to submit a request for a ruling under the PIA to the Attorney General.

VIII. AMENDMENT

This MOU may be amended only upon written agreement signed by the Parties.

IX. TERMINATION

The Parties understand that participation in this MOU is voluntary and may be terminated by either Party by giving thirty (30) days' written notice to the other Party of its intention to terminate. Within a reasonable time prior to the final termination of this MOU, the Parties will cooperate with each other to ensure that each Party receives the most current _____ Music Industry dataset.

X. COSTS

Each Party will bear its own costs in performing its obligations under this MOU.

SIGNATORIES. IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date stated above.

DEPARTMENT, CITY

**TEXAS MUSIC OFFICE,
OFFICE OF THE GOVERNOR**

NAME, DEPARTMENT DIRECTOR

CHIEF OF STAFF OR DESIGNEE
OFFICE OF THE GOVERNOR

DATE

DATE

Music Friendly Community
Dripping Springs Advisory Council

Performer

Ben Kweller
Alex Dormont

Sound Studio

Mike Morgan

Promoter/Manager

Ashton Teague
Laurie Smith

Industry Marketer

Scott Friedeck

Venue

Chad Hudson
Dave Niemeyer

DS Visitors Bureau

Pam Owens
Hope Boatright
Amanda Rodriguez

DS Economic Development

Kim Fernea

DS Chamber of Commerce

Susan Kimball

City of Dripping Springs

BEARING BASIS: ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE, (4204), NAD83, ALL BEARINGS WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000079567505.

SURVEY CONTROL: STATE PLANE GRID CONTROL FOR THIS SURVEY IS BASED ON A 1/2" BORN ROD WITH "WARD CONTROL" CAP SET, GRID COORDINATES AND ELEVATIONS SHOWN HEREON WERE DERIVED FROM THE TEXAS COORDINATE NETWORK ON DATE JULY 22, 2014. A CONTROL POINT WAS CHECKED TO LOCAL GRID COORDINATES 1228.95, ELEVATION 1228.95. (COORDINATE CONVERTED USING CORPSSON)

FLOODPLAIN NOTE: THIS PROPERTY IS LOCATED WITHIN ZONE X-1 AREAS DETERMINED TO BE OUTSIDE THE FLOODPLAIN OF THE LITTLE BARTON CREEK WATERSHED, PANEL NO. 46209C 0105F, HAYS COUNTY, TEXAS DATED SEPTEMBER 2, 2005.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE ADJACENT AREAS ARE NOT SUBJECT TO FLOODING. THIS FLOOD STATEMENT SHALL NOT BE USED AS EVIDENCE OF THE PART OF THE SURVEYOR.

NOTES: 1) ALL RESIDENTIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO COMPLIANCE WITH THE CITY'S DARK SKY ORDINANCE (AKA THE LIGHTING ORDINANCE).

2) ALL RESIDENTIAL LOTS IN THIS SUBDIVISION, LESS THAN 1 ACRE, MUST UTILIZE SURFACE DRAIN DISPOSAL FOR THEIR ON-SITE SEWAGE FACILITIES (OSSF'S).

3) IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (a) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE CITY OF DRIPPING SPRINGS, TEXAS, AND (b) THE DRIVEWAY MEETS THE CITY'S DRIVEWAY REGULATIONS SET FORTH IN TABLE 721.02 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

4) WHEN REQUIRED, LOTS SHALL HAVE A MINIMUM DRIVEWAY CULVERT DIAMETER OF 18 INCHES.

5) THIS SUBDIVISION DOES LIE WITHIN THE BOUNDARIES OF THE BARTON SPRINGS SEGMENT OF CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

6) THIS SUBDIVISION IS LOCATED WITHIN THE LITTLE BARTON CREEK WATERSHED AND THE ONION CREEK WATERSHED.

7) THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CORPORATE LIMITS OF THE CITY OF DRIPPING SPRINGS.

8) BUILDING LINE SETBACKS MUST COMPLY WITH CURRENT ZONING REGULATION.

9) ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE FOLLOWING P.U.E. REQUIREMENTS: FRONT: 10', SIDE: 5', REAR: 5'

10) LOTS WITHIN THE WATER QUALITY BUFFER ZONE MUST COMPLY WITH THE RESTRICTIONS SET FORTH IN THE CITY OF DRIPPING SPRINGS WATER QUALITY ORDINANCE.

STATE OF TEXAS
COUNTY OF HAYS
THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF DRIPPING SPRINGS, TEXAS AND IS APPROVED THIS

THE 10th DAY OF February 2014, A.D. BY THE CITY COUNCIL

TORR PURCELL
MAYOR

CERTIFICATE OF RECORDING TO WIT:

STATE OF TEXAS
COUNTY OF HAYS
LIZ GONZALEZ, CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 3rd DAY OF March 2014.

A.D. AT 2:16 O'CLOCK P.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN BOOK PAGE

CN: 11007517
LIZ GONZALEZ, HAYS COUNTY CLERK

AWARD
Land Surveying
A L.L. COMPANY, INC.
PO Box 98078, Austin Texas 78708
WWW.AWARDL.COM (512) 537-2384
TEPLS FIRM #16174300

REPLAT OF LOT 2E, BLOCK C, POUNDHOUSE HILLS SECTION 2

City of Dripping Springs

Hays County, Texas

Item 12.

Date: Project: Scale: Revisions: North: Survey D: Survey Sheet: 3 of 4

STATE OF TEXAS
COUNTY OF HAYS
KNOW ALL MEN BY THESE PRESENTS, THAT I, KEVIN FREEMAN, ASSISTANT VICE PRESIDENT OF RH OF TEXAS LP, THE OWNER OF THAT 55.7028 ACRES TRACT AS CONVEYED TO IT BY DEED RECORDED IN PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 55.7028 ACRES TRACT BEING DESCRIBED AS LOT 2E, BLOCK C, POUNDHOUSE HILLS SECTION 2, VOLUME 15, PAGES 204-208 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 55.7028 ACRES, IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, SAID SUBDIVISION TO BE KNOWN AS:

REPLAT OF LOT 2E, BLOCK C, POUNDHOUSE HILLS SECTION 2

AND DO HEREBY DEDICATE TO THE PUBLIC, THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 1 DAY OF Feb 2017 A.D.

KEVIN FREEMAN
Assistant Vice President of RH of Texas LP

STATE OF TEXAS
COUNTY OF HAYS
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KEVIN FREEMAN, ASSISTANT VICE PRESIDENT OF RH OF TEXAS LP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE HAS SIGNED THE INSTRUMENT OF WRITING FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 1 DAY OF Feb 2017 A.D.

NOTARY PUBLIC FOR HAYS COUNTY, TEXAS

ENVIRONMENTAL HEALTH DEPARTMENT
NO STRUCTURES IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A PUBLICLY-APPROVED COMMUNITY WATER SYSTEM, DUE TO THE DECLINING WATER SUPPLIES QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY; RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLICLY-APPROVED SANITARY SEWER SYSTEM OR TO AN ON-SITE SEWAGE FACILITY THAT MEETS THE CITY'S REQUIREMENTS FOR SANITARY SEWER SYSTEMS. SPRINGS ENVIRONMENTAL HEALTH DEPARTMENT HAS REVIEWED AND APPROVED THE PLAT OF DRIPPING SPRINGS ENVIRONMENTAL HEALTH DEPARTMENT. THIS SUBDIVISION MAY BEGAIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

ENGINEER'S CERTIFICATION:
I, RICARDO M. DE CAMPOS, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PREPARE AND SEAL THIS PLAT, AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

TO THE BEST OF MY KNOWLEDGE THIS SITE ACCURATELY REFLECTS THE GENERAL LOCATION/ASPECT OF ALL STREETS, RIVERS, POUNDHILLS, ETC. DESCRIBED AND SHOWN HEREON.

SEVERAL FEATURES AS DEFINED BY THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY IN 30 TEXAS ADMINISTRATIVE CODE 213.3, THE LOCATIONS AND APPROXIMATE SIZES OF THE STORM WATER MANAGEMENT STANDARDS AND THE SUBMITTAL IS IN COMPLIANCE WITH CHAPTER 762, SECTION 3.07 (IDENTIFICATION OF SPECIAL FLOOD HAZARD AREAS).

STATE OF TEXAS
COUNTY OF HAYS
DATE 1/27/2017

RICARDO M. DE CAMPOS, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 122378
T.E.P.E. FIRM #5984
2021 EAST 5TH STREET, SUITE 110
AUSTIN, TEXAS 78702

SURVEYOR'S CERTIFICATION:
I, JASON WARD, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE SURVEYING AND SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEYING REQUIREMENTS OF THE TEXAS SURVEYING ACT, CHAPTER 81, SUBCHAPTER A, SECTION 81.05, AND AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION. LOT CORNERS SHALL BE SET AFTER FINAL GRADING IS COMPLETE.

JURISDICTION PLAT NOTE:
THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.

DRIVEWAY PERMIT NOTE:
IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (a) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE CITY OF DRIPPING SPRINGS AND (b) THE DRIVEWAY SATISFIES THE MINIMUM SPACING FOR SPACING.

UTILITY INFORMATION:
WATER: INDIVIDUAL WATER WELLS OR DRIPPING SPRINGS WATER SUPPLY
ELECTRIC: FERNANDES ELECTRIC COOPERATIVE
TELEPHONE: PERSONAL
CABLE: PERSONAL
ON-SITE SEWAGE FACILITIES OR CITY OF DRIPPING SPRINGS SANITARY SEWER

AWARD
Land Surveying
A L.L. COMPANY, INC.
PO Box 98078, Austin Texas 78708
WWW.AWARDL.COM (512) 537-2384
TEPLS FIRM #16174300

REPLAT OF LOT 2E, BLOCK C, POUNDHOUSE HILLS SECTION 2

City of Dripping Springs

Hays County, Texas

Item 12.

Date: Project: Scale: Revisions: North: Survey D: Survey Sheet: 3 of 4

AWARD
Land Surveying
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PO Box 98078, Austin Texas 78708
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REPLAT OF LOT 2E, BLOCK C, POUNDHOUSE HILLS SECTION 2

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Item 12.

Date: Project: Scale: Revisions: North: Survey D: Survey Sheet: 3 of 4

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TEPLS FIRM #16174300

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C51	29.85'	330.00'	509.01'	S04°25'57"W	29.85'
C52	120.13'	470.00'	1438.38'	S81°02'14"E	119.80'
C53	52.54'	470.00'	694.18'	N88°26'16"E	52.51'
C54	131.84'	470.00'	1670.22'	N77°59'16"E	131.41'
C55	20.43'	470.00'	229.28'	N67°55'05"E	20.43'
C56	102.85'	780.00'	732.24'	S08°00'26"E	102.57'
C57	19.33'	780.00'	271.34'	S01°31'38"E	19.33'
C58	176.75'	230.00'	4401.54'	S08°59'39"E	172.44'
C59	109.31'	230.00'	271.34'	S03°31'49"E	108.28'
C60	79.28'	230.00'	1944.56'	S09°52'28"E	78.88'
C61	36.76'	170.00'	823.27'	S06°11'44"E	36.69'
C62	233.06'	170.00'	7832.55'	S01°39'55"E	215.23'
C63	80.28'	453.56'	1008.22'	S26°41'37"E	80.16'
C64	41.48'	441.00'	523.18'	S33°59'20"E	41.47'
C65	47.71'	60.00'	453.33'	N63°30'02"W	46.46'
C66	46.74'	60.00'	443.75'	N18°24'17"W	45.57'
C67	32.53'	60.00'	310.57'	N19°26'39"E	32.14'
C68	31.28'	60.00'	295.10'	N49°54'11"E	30.91'
C69	66.40'	60.00'	632.41'	S63°28'08"E	63.06'
C70	67.81'	60.00'	645.04'	S19°00'37"E	64.34'
C71	71.82'	530.00'	746.32'	S32°42'45"E	71.87'
C72	65.36'	530.00'	703.98'	S25°17'30"E	65.32'
C73	170.67'	60.00'	182.58'23"	S69°50'38"E	118.68'
C74	94.17'	60.00'	89.55'20"	S29°47'30"W	84.80'
C75	57.86'	604.22'	528.04'	S01°50'19"E	57.64'
C76	31.57'	886.24'	201.05'	S03°31'28"W	31.57'
C77	9.59'	530.00'	102.70'	N87°11'27"E	9.59'
C78	64.05'	530.00'	905.09'	N72°15'06"E	63.86'
C79	78.08'	530.00'	826.29'	N61°00'55"E	78.01'
C80	68.14'	585.00'	491.99'	N12°01'11"W	68.63'
C81	91.75'	720.00'	951.99'	S03°15'02"E	91.13'
C82	142.27'	720.00'	1119.18'	S11°29'40"E	142.04'

C81	176.75'	230.00'	4401'15"	S85°52'30"E	172.44'
C82	190.31'	230.00'	271'13"	S33°21'48"E	108.28'
C83	79.28'	230.00'	37'14"	S53°52'28"E	78.88'
C84	36.76'	170.00'	122'33"	S05'11'44"E	36.69'
C85	233.06'	170.00'	78'02'55"	S55°55'52"E	215.23'
C86	80.26'	453.56'	1'00"82"	S28°41'37"E	80.16'
C87	41.48'	441.01'	5'23'18"	S33°59'20"E	41.47'
C88	44.71'	60.00'	45'33'33"	N83°30'02"W	46.46'
C89	46.74'	60.00'	44'37'56"	N83°24'17"W	45.57'



GRAPHIC SCALE: 1" = 50'

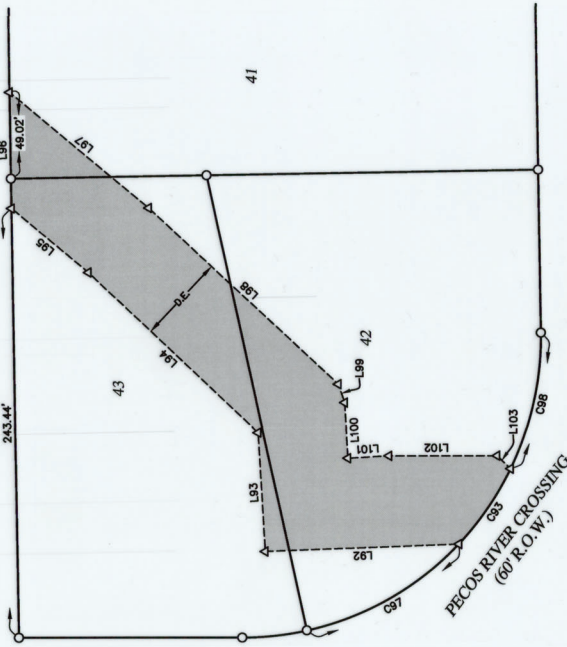
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C90	55.70'	530.00'	6°01'19"
C91	54.00'	470.00'	6°34'58"
C92	58.68'	230.00'	14°37'02"
C93	52.13'	170.00'	17°34'15"
C94	19.65'	530.00'	2°07'28"
C95	32.37'	470.00'	3°56'45"
C96	45.48'	470.00'	5°32'38"
C97	101.20'	170.00'	34°09'24"
C98	148.96'	60.00'	142°14'30"
C99	62.83'	60.00'	60°00'08"
C100	80.18'	60.00'	76°34'24"
C101	80.18'	60.00'	76°34'24"



LINE TABLE		
LINE #	DIRECTION	LENGTH
L24	N38°06'37"E	88.73'
L25	N38°38'28"E	65.08'
L26	N53°35'16"E	40.82'
L27	N53°35'16"E	8.08'
L28	N21°56'56"E	9.79'
L29	N23°14'05"E	35.17'
L30	N28°56'45"E	24.76'
L31	N38°42'52"E	17.90'
L32	N41°08'10"E	13.84'
L33	N21°01'19"E	23.43'
L34	N30°04'14"E	32.81'
L35	N30°25'59"E	29.33'
L36	S01°42'16"E	19.04'
L37	S38°22'38"W	16.25'
L38	S35°14'46"W	3.91'
L39	S30°25'59"W	29.10'
L40	S30°04'14"W	28.69'
L41	S21°01'19"W	28.34'
L42	S41°08'10"W	22.08'
L43	S39°42'52"W	11.85'
L44	S28°56'45"W	17.55'
L45	S23°14'05"W	32.99'
L46	S21°56'56"W	23.40'
L47	S53°35'16"W	22.25'
L48	S53°35'16"W	34.05'
L49	S38°38'28"W	58.29'
L50	S38°06'37"W	92.05'
L51	S85°13'12"W	68.24'
L52	N10°06'35"E	30.20'
L53	N08°01'33"E	14.90'
L54	N28°56'44"E	50.12'
L55	N21°27'51"E	8.74'
L56	N15°19'03"E	9.11'
L57	N24°28'15"E	18.06'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L58	N03°58'15"W	8.83'
L59	N34°48'15"E	67.21'
L60	N22°15'06"E	8.89'
L61	N05°14'18"W	5.18'
L62	N00°50'18"E	19.64'
L63	N14°25'17"W	10.70'
L64	N29°41'00"E	23.28'
L65	N07°55'43"W	54.83'
L66	S80°33'05"E	30.20'
L67	N37°50'33"E	22.98'
L68	N19°58'35"E	26.26'
L69	N28°14'12"E	65.89'
L70	N43°13'42"E	37.85'
L71	N00°21'45"W	15.48'
L72	N10°19'38"E	5.11'
L73	N43°43'42"E	46.29'
L74	N28°14'12"E	55.48'
L75	N19°58'35"E	30.07'
L76	N37°50'33"E	17.36'
L77	N07°41'41"E	24.01'
L78	N87°56'38"E	17.85'
L79	N07°55'43"W	10.60'
L80	N29°41'00"E	21.81'
L81	N00°50'18"E	19.55'
L82	N05°14'18"W	14.76'
L83	N22°15'06"E	27.83'
L84	N34°48'15"E	56.40'
L85	N02°44'04"E	8.95'
L86	N24°28'15"E	23.68'
L87	N15°19'03"E	7.79'
L88	N21°27'51"E	15.09'
L89	N28°50'24"E	44.15'
L90	N10°06'35"E	10.79'
L92	N02°08'31"W	110.35'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L93	N88°38'49"E	67.47'
L94	N43°17'01"E	132.48'
L95	N39°39'55"E	56.89'
L96	N89°03'37"E	65.88'
L97	N39°39'55"E	102.87'
L98	N42°53'33"E	146.93'
L99	N70°44'01"E	11.07'
L100	N88°38'49"E	31.54'
L101	N03°18'48"W	23.43'
L102	N00°02'26"W	61.77'
L103	N43°56'41"E	10.66'



**REPLAT OF LOT 2E, BLOCK C,
POUNDHOUSE HILLS SECTION 2
City of Dripping Springs
Hays County, Texas**

Item 12.

4WARD
Land Surveying

PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TDLPS FIRM #0174306

Date: _____

Project: _____

Scale: _____

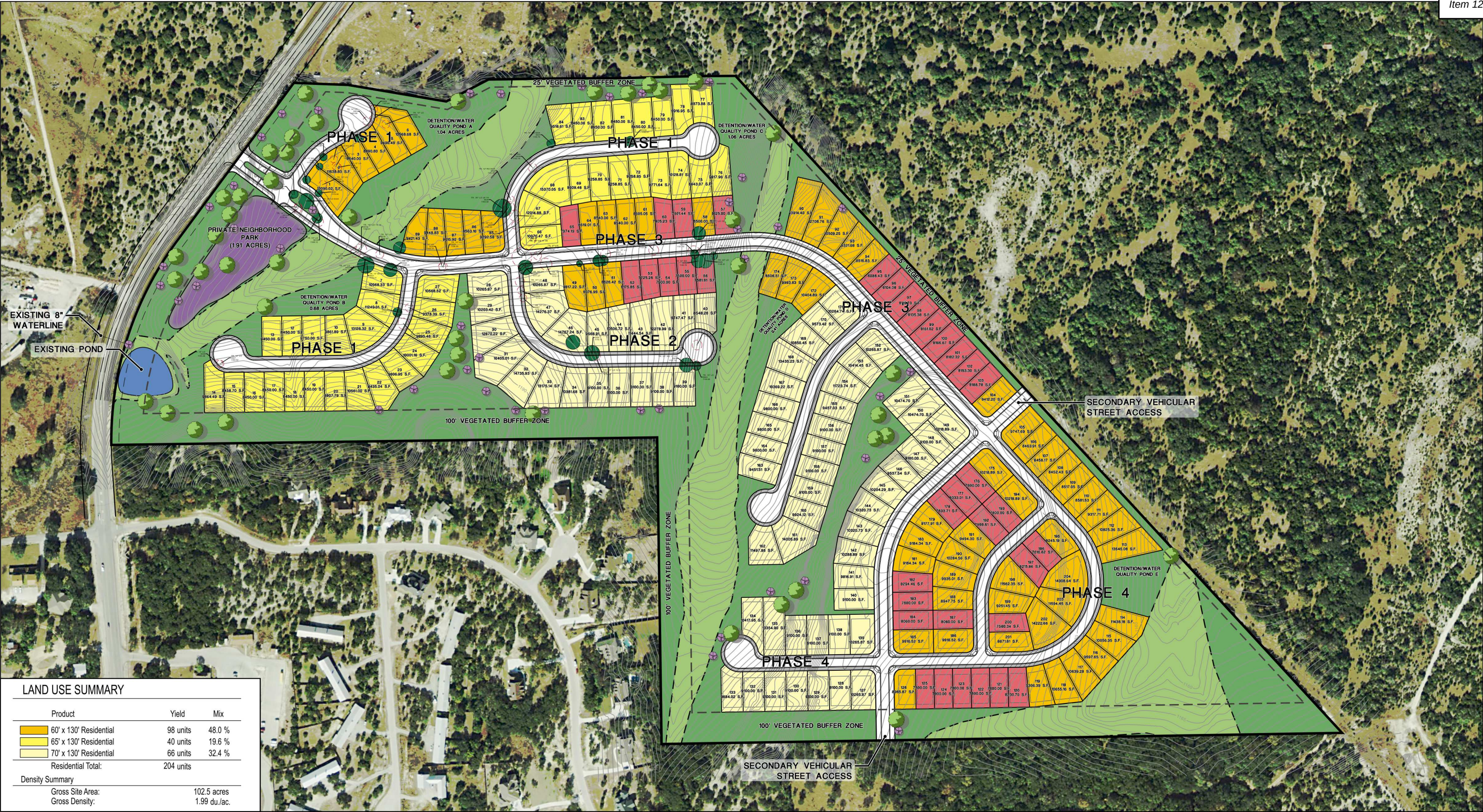
Reviewer: _____

Tech: _____

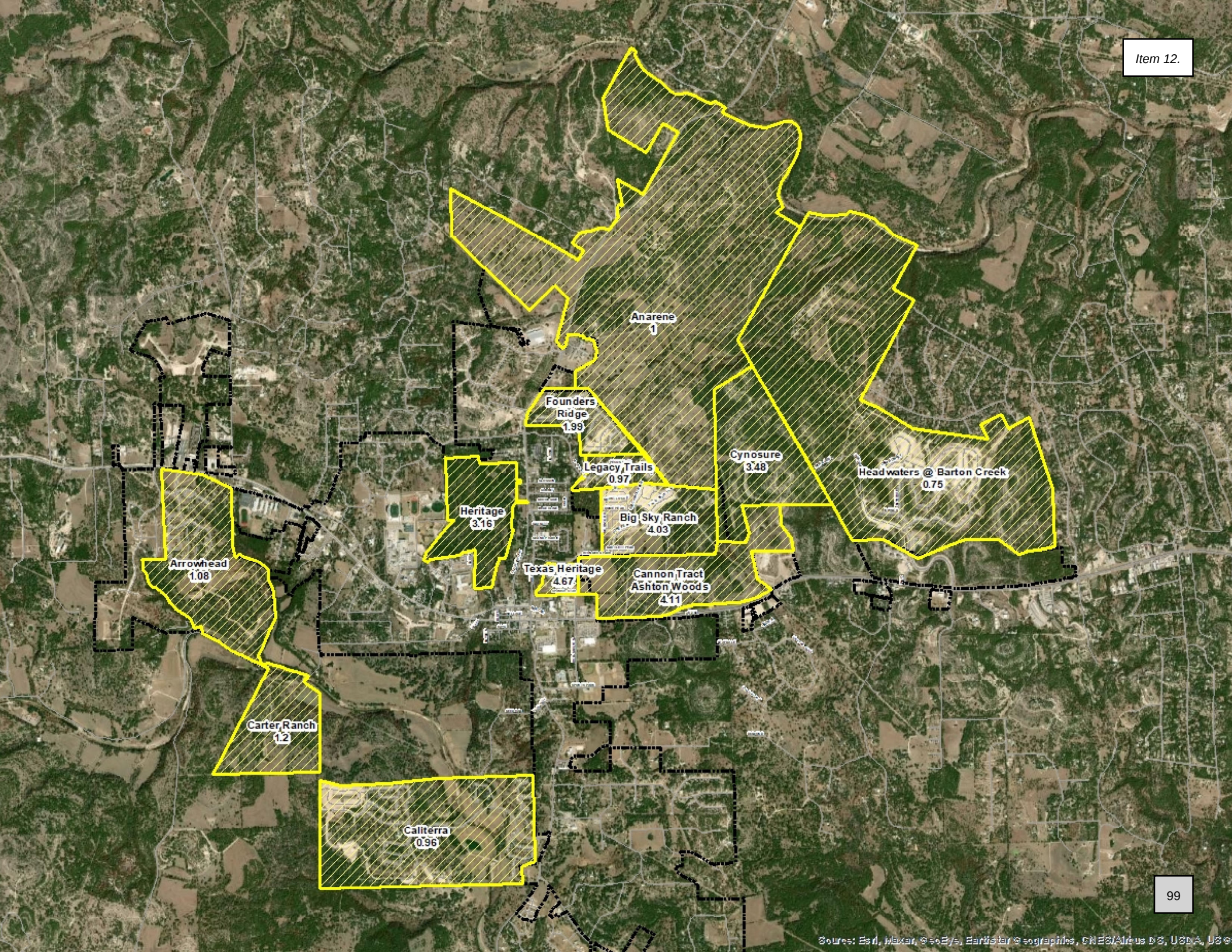
Field Co: _____

Survey Date: _____

Sheet: _____ of 4



LOTING PLAN F
FOUNDER'S RIDGE
DRIPPING SPRINGS, TEXAS



LEGACY TRAILS

.97 PER ACRE



HEADWATERS

.75 PER ACRE





FOUNDER RIDGE

1.99 PER ACRE







TEXAS HERITAGE VILLAGE

4.67 PER ACRE





BIG SKY RANCH

4.03 PER ACRE







CALITERRA

.96 PER ACRE









ARROWHEAD RANCH

1.08 PER ACRE





Cause No. D-1-GN-19-003030

SAVE OUR SPRINGS ALLIANCE,
INC.,

Plaintiff

v.

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY,

Defendant

§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

345th JUDICIAL DISTRICT

FINAL JUDGMENT REVERSING ORDER OF
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

On June 25, 2020, this Court heard argument in this case. Having considered the pleadings, administrative record, briefing, and argument of counsel, the Court has concluded that the Texas Commission on Environmental Quality's order under review in this case should be and hereby is **REVERSED** in all things.

IT IS ORDERED, ADJUDGED, AND DECREED that TCEQ's order is **REVERSED**.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the TCEQ and the City of Dripping Springs are enjoined from taking actions in reliance on the unlawful agency order.

This Judgment is final, disposes of all parties and claims, and is appealable.

SIGNED this 29th day of October, 2020.



JUDGE PRESIDING
MAYA GUERRA GAMBLE



MAYA GUERRA GAMBLE
Judge
(512) 854-9384

459TH DISTRICT COURT
HEMAN MARION SWEATT
TRAVIS COUNTY COURTHOUSE
P. O. BOX 1748
AUSTIN, TEXAS 78767

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October 29, 2020

ADRIAN RODRIGUEZ
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Via email: Andy@thebarrettfirm.com
Counsel for City of Dripping Springs

Re: Cause No. D-1-GN-19-003030; SOS v. TCEQ; in the 459th Judicial District Court of Travis County, Texas

Dear All:

On June 25, 2020, this Court heard argument in this case. Plaintiff Save Our Springs Alliance (“SOS”), Defendant Texas Commission on Environmental Quality (“TCEQ,” or “the Agency”) and Intervenor City of Dripping Springs (“City”), appeared through counsel and announced ready for trial.

The Court, after hearing argument of counsel, considered and denied the motion of Defendants to strike the brief filed by Amici Curiae Stephanie Ryder Morris et al.

This case is an appeal of a final agency order and is governed by the Administrative Procedure Act (APA), Tex. Gov’t Code §§ 2001.001-.903. TCEQ’s final order, entered following a contested case hearing before the State Office of Administrative Hearings, granted the City a permit

authorizing the discharge of up to 822,500 gallons per day of treated municipal wastewater into Onion Creek in Hays County. Plaintiff timely appealed the order. This is a review based on the administrative record, which was entered into evidence at the hearing, in accordance with Tex. Gov't Code § 2001.175(d).

The Court, after reviewing the pleadings, administrative record, briefing, and argument of counsel, finds that the TCEQ's order approving the City of Dripping Springs's wastewater discharge permit is not supported by the law or substantial evidence and should be reversed. Specifically, the Court finds the following conclusions of TCEQ unsupported by substantial evidence: (1) that the proposed discharge complies with the Agency's "Tier 2" anti-degradation rule requiring that the City's discharge must not cause more than a *de minimis* lowering of water quality in Onion Creek unless there is a showing that such lowering of water quality is necessary for important economic or social development; (2) that the proposed discharge would not impair existing high quality aquatic life uses of Onion Creek; and (3) that the information in the public notices of the proposed wastewater discharge permit sufficiently identified the location of the proposed discharge point.

OVERVIEW OF THE CASE

TCEQ approved the City's wastewater discharge permit pursuant to provisions of the Texas Water Code and TCEQ's implementing rules. TCEQ's authority to issue the permit, while set out in Texas statutes, was also delegated to the Agency by the U.S. Environmental Protection Agency (EPA) pursuant to the federal Clean Water Act and EPA's implementing rules. TCEQ's actions, and its rules applicable in this case, must be interpreted in the context of the Clean Water Act, and must be consistent with, and at least as protective of water quality, as EPA's applicable rules. 33 U.S.C. § 1342(b); 40 C.F.R. § 123.25.

The Clean Water Act's stated objective is "to restore and maintain the chemical, physical, and biological integrity of the Nation's waters." 33 U.S.C. § 1251(a). Towards this objective, the Act establishes a national goal that discharges of pollutants into the Nation's waters be eliminated by 1985. *Id.* § 1251(a)(1). Where discharges are not fully eliminated, the Act sets a goal of achieving water quality "which provides for the protection and propagation of fish, shellfish, and wildlife and provides for recreation in and on the water." *Id.* § 1251(a)(2). These two goals of the Act—to protect aquatic life and recreation "in and on the water," known as keeping our water "fishable" and "swimmable"—are met primarily through two types of regulations: water quality standards and discharge standards. Permitted discharges must ensure that water quality standards that maintain "fishable/ swimmable" are met. *Id.* §§ 1311, 1312(a). To that end, discharge permits must set sufficiently protective limits on total volume of the discharge and on concentrations and amounts of specific pollutants. *Id.* §§ 1311, 1312(a), 1342.

In order to qualify for delegation of Clean Water Act administration, Texas adopted the required legislation and rules. The Texas Water Code declares the State's policy "to maintain the quality of water in the state consistent with the public health and enjoyment, the propagation or protection of terrestrial and aquatic life, and the operation of existing industries, taking into consideration the economic development of the state... and to require the use of all reasonable methods to implement this policy." Tex. Water Code § 26.003. TCEQ "may refuse to issue a permit when the commission finds that issuance of the permit would violate the provisions of any state or federal law or rule or regulation promulgated thereunder, or when the commission finds that issuance

of the permit would interfere with the purpose of this chapter.” Tex. Water Code § 26.027. It is against the backdrop of these statutory purposes that the permit at issue must be considered.

Plaintiff primarily challenges whether the permit approved by TCEQ violates a subset of Texas’s water quality standards that apply to Onion Creek. TCEQ has designated the portion of Onion Creek that would receive the City’s discharge as “high aquatic life use,” along with other uses of primary contact recreation, water supply, and aquifer recharge. TCEQ Order, AR A Doc. 169, at 5 ¶30.

Because Onion Creek is designated as “high aquatic life use” it is subject to a two-tiered EPA-required “anti-degradation policy.” Although titled as a “policy,” it is a mandatory rule that must be interpreted consistent with both EPA’s anti-degradation rule and the Clean Water Act. 40 C.F.R. § 131.12; 30 Tex. Admin. Code § 307.5.

Plaintiff’s first claim is that TCEQ’s final order approving the City’s permit violates the more stringent of TCEQ’s two-part anti-degradation rule, known as Tier 2 anti-degradation review, as a matter of law or as an abuse of discretion. Plaintiff’s second claim is that TCEQ misapplied the less stringent “Tier 1” anti-degradation rule, which applies to all waters of the state, by considering improper factors, failing to consider required factors, and failing to make required underlying findings of fact that connect to the agency’s ultimate conclusions, thereby demonstrating reasoned decisionmaking that is transparent and subject to judicial review.

Plaintiff’s third claim is that the public notice given for the proposed permit failed to identify the location of the proposed discharge with sufficient accuracy to provide for public input and participation in the agency’s decisionmaking process.

STANDARDS OF REVIEW

The Texas Administrative Procedure Act sets out the standards of review applicable in this case. This Court “shall reverse or remand the case for further proceedings if substantial rights of the appellant have been prejudiced because the administrative findings, inferences, conclusions, or decisions are:

- (A) in violation of a constitutional or statutory provision;
- (B) in excess of the agency’s statutory authority;
- (C) made through unlawful procedure;
- (D) affected by other error of law;
- (E) not reasonably supported by substantial evidence considering the reliable and probative evidence in the record as a whole; or
- (F) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion.”

Tex. Gov’t Code § 2001.174(A)-(F). These grounds for reversal are collectively referenced, in shorthand, as the “substantial evidence rule.”

Review of an agency’s final decision or action under the substantial evidence rule involves the following two component inquiries:

- (1) whether the agency made findings of underlying facts that logically support the ultimate facts and legal conclusions establishing the legal authority for the agency's decision or action and, in turn,
- (2) whether the findings of underlying fact are reasonably supported by the evidence.

TCEQ v. Maverick Cnty., 2019 Tex. App. LEXIS 9981 at *7-8. The first inquiry may entail questions of law, while the second inquiry is highly deferential to the agency's determination. *Id.* at *8. An agency acts arbitrarily if it has not "genuinely engaged in reasoned decisionmaking" by making a decision without regard for the facts, relying on fact findings that are not supported by any evidence, or if there does not appear to be a rational connection between the facts and the decision. *Heritage on the San Gabriel Homeowners Ass'n v. TCEQ*, 393 S.W.3d 417, 423 (Tex. App.—Austin, 2012); *City of Waco v. TCEQ*, 346 S.W.3d 781, 819 (Tex. App.—Austin 2011), *rev'd on other grounds*, 413 S.W.3d 409 (Tex. 2012)(citations omitted).

Even if supported by substantial evidence, however, an agency order may be arbitrary and capricious if the agency has improperly based its decision on non-statutory criteria or failed to consider relevant factors. *Tex. Dep't of Ins. v. State Farm Lloyds*, 260 S.W.3d 233, 245 (Tex. App.—Austin 2008); *City of El Paso v. Pub. Util. Comm'n*, 883 S.W.2d 179, 184 (Tex. 1994).

Administrative rules are interpreted like statutes, under traditional principles of statutory construction. *Tex. Comm'n on Envtl. Quality v. Maverick Cnty.*, No. 03-17-00785-CV, 2019 Tex. App. LEXIS 9981 at *12 (Tex. App.—Austin Nov. 15, 2019, pet. filed). The "primary objective in both statutory and rule construction is to ascertain and give effect to the drafters' intent." *Id.* That intent is determined from the plain meaning of the words chosen when it is possible to do so. *Id.* "If there is vagueness, ambiguity, or room for policy determination in the regulation 'we normally defer to the agency's interpretation unless it is plainly erroneous or inconsistent' with the rule's language." *Id.* (quoting *TGS-NOPEC Geophysical Co. v. Combs*, 340 S.W. 3d 432, 438 (Tex. 2011)). However, "no deference is due where an agency's interpretation fails to follow the clear, unambiguous language of its own regulations." *Id.*

DISCUSSION

a. Plaintiff's Anti-Degradation Claims

TCEQ's Anti-degradation rule provides:

- (1) Tier 1. Existing uses and water quality sufficient to protect those existing uses must be maintained. Categories of existing uses are the same as for designated uses, as defined in § 307.7 of this title (relating to Site-Specific Uses and Criteria).
- (2) Tier 2. No activities subject to regulatory action that would cause degradation of waters that exceed fishable/swimmable quality are allowed unless it can be shown to the commission's satisfaction that the lowering of water quality is necessary for important economic or social development. Degradation is defined as a lowering of water quality by more than a *de minimis* extent, but not to the extent that an existing use is impaired. Water quality sufficient to protect existing uses must be maintained. Fishable/swimmable waters are defined as waters that have quality sufficient to support propagation of indigenous fish, shellfish, terrestrial life, and recreation in and on the water.

30 Tex. Admin. Code § 307.5 (emphasis added).

Thus, degradation is defined as “a lowering of water quality by more than a *de minimis* extent.” *Id.*

Onion Creek has water quality exceeding the fishable and swimmable standard; therefore both a Tier 1 and Tier 2 anti-degradation review were required. In arguing that the permit violates the Tier 2 prohibition against lowering water quality by more than a *de minimis* amount, Plaintiff relies on the framework and evidence, which is undisputed in the record, as summarized here.

Compliance with water quality standards is measured at a critical low flow level, which for the stretch of Onion Creek that would receive the discharge is 0.12 cubic feet per second (cfs). The permit authorizes the City to discharge up to 822,500 gallons per day of treated wastewater, which equals 1.27 cfs. Thus, at the regulatory flow level and the permitted discharge, Onion Creek would consist of one parts background Onion Creek flow and ten parts treated sewage. The water quality conditions as of November 28, 1975 define baseline conditions that must be protected.

Total phosphorus is the primary limiting nutrient, meaning the primary control on algae growth, but nitrogen is also a recognized pollutant that threatens aquatic life and other uses and is therefore regulated by water quality and discharge standards. Onion Creek is a phosphorus limited stream, with very low naturally occurring concentrations of total phosphorus which are below the level of detection in TCEQ-certified labs.

Experts of Plaintiff, TCEQ, and the City agreed that the best estimate of baseline total phosphorus levels in Onion Creek is in the range of 2 to 9 micrograms per liter (µg/L). A report by the United States Geological Survey measured total phosphorus at 3 µg/L in Onion Creek. By contrast, TCEQ’s final order approves wastewater discharge containing up to 150 µg/L total phosphorus. At the regulatory low flow level and the permitted discharge rate, total phosphorus in Onion Creek would increase to above 100 µg/L.

In 2001, EPA published a report, *Ambient Water Quality Criteria Recommendations [for] Rivers and Streams in Nutrient Ecoregion IV*. AR B Doc. 293 (Suppl. AR). The Edwards Aquifer region, including Onion Creek where the discharge would occur, is within Ecoregion IV. The report summary explains that its recommended “ecoregional nutrient criteria address cultural eutrophication—the adverse effects of excess human-caused nutrient inputs.” The report recommends nutrient limits at which stream changes occur in sensitive streams—25 micrograms per liter for Total Phosphorus and 700 micrograms per liter for Total Nitrogen. This 2001 EPA report placed Onion Creek in a group of streams with very low, naturally occurring phosphorus and nitrogen streams, known as “oligotrophic” streams. This description, and the nutrient limit recommendations in the report, were based on a statistical analysis of hundreds of streams across the country.

Since 2001, TCEQ has funded studies that would help Texas set specific phosphorus and nitrogen water quality standards, but TCEQ has so far not adopted numeric nutrient water quality standards. Several of these studies were introduced into the record. One such study from 2009, introduced by the City, concludes that there is “overwhelming evidence” of “consistent biological changes in streams with greater than 20 µg/L” total phosphorous. King & Winemiller, Development of Biological Indicators of Nutrient Enrichment for Application in Texas Streams, AR B Doc. 241, at

67. TCEQ procedures and TCEQ's final order make clear the agency must consider phosphorus and nitrogen when determining compliance with the anti-degradation water quality standards.

As to nitrogen, the permit allows discharged effluent to have up to 6.0 milligrams per liter (mg/L) of total nitrogen. The City's expert estimated that nitrate-nitrogen would increase from background levels in Onion Creek of 0.05 mg/L to almost 5 mg/L with the proposed discharge. This was not disputed by other evidence.

The City's expert estimated that phosphorus and nitrogen in the discharge would increase bottom-dwelling algae growth in Onion Creek tenfold, from less than 5 mg per square meter (m²) of chlorophyll-a to 30 to 50 mg/m².

In addition to nutrients and algae growth, maintaining dissolved oxygen levels that protect aquatic life is also important. Baseline levels of Dissolved Oxygen (DO) in Onion Creek range from 6.89 mg/L to 8.42 mg/L, as measured by the City's expert. TCEQ's modelling found that the proposed discharge would cause DO levels in Onion Creek to drop down to at or near the 5.0 mg/L DO criterion assigned for its high-aquatic life use. The City's expert conducted modelling estimating a low of 4.87 mg/L DO resulting from the permitted discharge.

In applying the Tier 2 rule to this undisputed evidence, Plaintiff first notes, and the parties agree, that the City made no effort to show important social and economic development needs that would allow a discharge resulting in more than a *de minimis* lowering of water quality. Thus, the City, as applicant, bore the burden of showing that the permitted discharge would not lower water quality in Onion Creek more than a *de minimis* amount.

Plaintiff argues that the undisputed increases in nutrient pollution, lowered dissolved oxygen, increase in algae growth, and conversion of Onion Creek, at low-flow conditions to one part clean creek-water to ten parts treated sewage violates the no more than a *de minimis* lowering of water quality Tier 2 standard as a matter of law.

Plaintiff further argues that Defendants failed to interpret the Tier 2 standard correctly by: (a) requiring a showing of harm to existing uses, thereby collapsing the Tier 2 *de minimis* standard into the Tier 1 standard requiring that uses, not quality, must be maintained; (b) ignoring, and writing out of the rule, the provision that if there is to be more than *de minimis* lowering of water quality, a showing of important social and economic necessity must be made; and (c) considering, in both the Tier 2 and Tier 1 analyses, improper factors (primarily that "nutrient enrichment," increased biological productivity, species diversity, and stream flow "stabilization" from the discharge indicated a positive effect on the stream rather than pollution of the stream).

Defendants respond that TCEQ correctly applied the rule in this case, and that the Agency's findings that the anti-degradation standards were met and are supported by substantial evidence and reasoned decisionmaking. Defendants also argue the Court should defer to TCEQ's expertise and judgment on matters of conflicting expert opinion and evidence, among other points.

The Court agrees with Plaintiff that the evidence shows as a matter of law that the permitted discharge will lower water quality in Onion Creek more than a *de minimis* amount.

The EPA anti-degradation rule provides that TCEQ must adopt a rule that “at a minimum” is consistent with EPA’s rule, which states in pertinent part that where “the quality of waters exceed levels necessary to support the protection and propagation” of aquatic life, “that quality shall be maintained and protected unless the State finds . . . that allowing lower water quality is necessary to accommodate important economic or social development.” 40 C.F.R. § 131.12 (emphasis added).

TCEQ’s rules, like EPA’s, must also be interpreted consistent with the purposes of the Clean Water Act and the plain language of the rule. *See Cnty. of Maui v. Haw. Wildlife Fund*, 140 S. Ct. 1462 (2020). The Clean Water Act’s purpose, among others, is to “maintain” the “chemical” integrity of our Nation’s waters, including Onion Creek. *See* 33 U.S.C. § 1251.

“*De minimis*” is defined in Black’s Law Dictionary as “1. trifling, minimal; 2. (Of a fact or thing) so insignificant that a court may overlook it in deciding an issue or case.” There is no technical or other definition that would supplant or modify this plain language definition of *de minimis*.

Given the plain language of the TCEQ rule, the EPA rule, and the Clean Water Act, and the undisputed evidence, the Court declines to give deference to TCEQ’s implied interpretation of the Tier 2 anti-degradation rule. That interpretation is implied because the Agency’s final order avoids interpreting the *de minimis* lowering of water quality language in favor of more general findings that the rule has been met. As in the recent U.S. Supreme Court Clean Water Act case of *County of Maui v. Hawaii Wildlife Fund*, accepting TCEQ’s position would conflict with the plain language of the rule and open a major loophole in the Act’s mandate to protect and maintain the quality of our Nation’s waters. *See* 140 S. Ct. 1462, 1474 (2020) (“But here, as we have explained, to follow EPA’s reading would open a loophole allowing easy evasion of the statutory provision’s basic purposes. Such an interpretation is neither persuasive nor reasonable.”)

The limited case law on anti-degradation supports this conclusion. *See Ky. Waterways Alliance v. Johnson*, 540 F.3d 466, 483 (6th Cir. 2008); *Columbus & Franklin Cnty. Metro. Park Dist. v. Shank*, 600 N.E.2d 1042 (Ohio 1992); *Robertson Cnty.: Our Land, Our Lives v. TCEQ*, No. 03-12-00801-CV, 2014 WL 3562756 (Tex. App.—Austin July 17, 2014, no pet.); *Greater Yellowstone Coal. v. EPA*, 2013 U.S. Dist. LEXIS 59661 (D. Idaho 2012). The Sixth Circuit explains in *Kentucky Waterways Alliance*:

This Tier II standard may also be described as protecting the water body’s “assimilative capacity” which is the amount by which the water body exceeds the quality level necessary to support its designated uses. Under the regulation, a pollution increase that would decrease a water body’s assimilative capacity would need to be justified by the necessity of the pollution for achieving important economic and social development.

540 F.3d 466, n 4. Defendants’ positions ignore the necessity of protecting this buffering, or assimilative, capacity of Onion Creek while having no answer for how such enormous increases in the key nutrient pollutants would not lower water quality by more than a *de minimis* amount. The Agency’s approach, as suggested by the final order’s findings of fact, would require a showing of impairment to the designated uses of Onion Creek. The Tier 2 standard, unlike Tier 1, does not require a showing of impairment of uses; it requires that water quality not be lowered by more than a *de minimis* amount absent a showing of important social and economic development need. The City

chose not to attempt such showing and the undisputed evidence establishes that TCEQ's final order approving the permit violates the Tier 2 anti-degradation standard.

Under Tier 1 of the anti-degradation policy, existing uses, and water quality sufficient to protect those existing uses, must be maintained. 30 Tex. Admin. Code § 307.5. This includes maintaining water-quality levels sufficient to support existing, designated, presumed, and attainable aquatic life uses. 30 Tex. Admin. Code § 307.4(h).

Plaintiff argues, with support from Amici, that TCEQ's interpretation of the Tier 1 standard protecting existing uses is based on consideration of improper factors while ignoring the required factors that define "aquatic life use" and maintenance of that aquatic life. Plaintiff disputes TCEQ arguments that the anti-degradation rule (both Tier 1 and Tier 2) are met if the agency follows its anti-degradation review procedures and that anti-degradation compliance takes a "whole water" approach rather than a constituent-by-constituent approach. Plaintiff further argues that the absence of underlying findings of baseline chemical and biological conditions, resulting conditions triggered by the proposed discharge, and how these resulting conditions will assure that the high aquatic life use of Onion Creek will be maintained constitutes arbitrary and capricious decisionmaking.

The Court generally agrees with these arguments and would remand this case for reconsideration by the agency on the Tier 1 standard absent the above conclusion that the TCEQ-approved permit violates the Tier 2 antidegradation standard and is reversed for that reason.

Review of the TCEQ's final order and the Administrative Law Judge's Proposal for Decision on which it relies reveals several problems. In the Tier 1 protection of uses analysis, TCEQ only considered whether nutrient stimulation of algae growth would impair recreational uses. It did not consider whether the amount and kind of algae growth would harm aquatic life uses.

TCEQ's and EPA's anti-degradation rule sets out substantive standards: following TCEQ's checklist of procedures for anti-degradation review does not assure compliance with these substantive standards.

TCEQ's rules, its "Implementation Procedures" manual, or IP's, for implementing its water quality standards, and its final order make clear that nutrient pollutants and other specific pollutants are considered in the anti-degradation analysis individually and not on a "whole water" basis.

EPA guidance on anti-degradation explains:

No activity is allowable under the antidegradation policy which would partially or completely eliminate any existing use whether or not that use is designated in a State's water quality standards. The aquatic protection use is a broad category requiring further explanation. *Non-aberrational resident species must be protected, even if not prevalent in number or importance. Water quality should be such that it results in no mortality and no significant growth or reproductive impairment of resident species. Any lowering of water quality below this full level of protection is not allowed.*

EPA, Water Quality Standards Handbook (2012) at § 4.4.2. (emphasis added).

In other words, avoiding impairment of aquatic life uses requires protecting the species assemblages that are present, as long as they are not an aberration. Plaintiff, and to some extent the

City and TCEQ, introduced evidence indicating that aquatic species adapted to the low-nutrient conditions of Onion Creek would be harmed by the proposed discharge. This evidence was disputed by TCEQ and the City's experts. However, this evidence was not considered as relevant to the Tier 1 inquiry.

The Proposal for Decision (PFD) provides the findings of fact, conclusions of law and underlying reasoning for those findings and conclusions incorporated into TCEQ's final order. The PFD's analysis leans heavily on a study by Jeff Mabe and others, quoting the study's finding that increasing nitrogen concentrations is associated with higher aquatic life diversity scores. PFD, AR A Doc. 162, at 16-17, 26-29. The Administrative Law Judge (ALJ) wrote:

The [Mabe] report goes on to discuss the positive impact of waste- water on aquatic life in providing 'nutrient enrichment' and 'consistently stable streamflow,' which led to greater 'species richness.'

PFD at 16. This statement is made in the context of evaluating potential impacts to endangered species. *Id.* In analyzing the anti-degradation standard, the ALJ returns to this report, saying "as discussed previously, some studies have shown that wastewater can have a beneficial effect on low-flow, low-nutrient streams by bringing more regularity to the flow and by increasing nutrients that can benefit aquatic life." *Id.* at 24.

The ALJ concludes that "SOS's evidence regarding the impact of the proposed discharge on Onion Creek's assimilative capacity for TN and TP is not relevant to the anti-degradation analysis." *Id.* at 26. The ALJ then states that "SOS's assertions regarding the trophic state of Onion Creek to be irrelevant to the analyses required in this case" because the "rules and IPs do not address a streams trophic classification in the antidegradation policy." *Id.* at 27.

As Plaintiff and Amici argue, this approach converts municipal wastewater discharges into benefits that should be encouraged rather than, as the Clean Water Act provides, pollutants to be eliminated from our Nation's waters. While adding nutrient fertilizer in the form of municipal wastewater to Onion Creek would increase biological productivity (more algae growth) and would stabilize low flows, these results are either irrelevant or harmful to determining whether existing aquatic life uses will be maintained. Increased species richness (diversity) is also irrelevant. The rules call for protecting the assemblage of species that are found in the stream.

TCEQ rules define "high quality aquatic life uses", at 30 TAC § 307.7(b)(3)(A), Table 3, in relevant part, as having "species assemblages" that are "usual associations of regionally expected species," that "sensitive species" are present, and that the "trophic structure" is "balanced to slightly unbalanced." The species make up—not biological productivity, abundance, or species diversity—is what is important for protecting existing aquatic life. Consistent with the rule defining the high quality aquatic life use, the IPs make clear that "eutrophication," is to be avoided. *See, e.g., Implementation Procedures, AR B Doc. 257 at 27, 47.*

By relying on the City's arguments that the wastewater discharge will "enrich" Onion Creek, making it more biologically productive, while deeming as irrelevant the effects of the discharge on native aquatic species adapted to the very low nutrient conditions of Onion Creek and other Hill Country streams, the Agency really has turned the Clean Water Act upside down. This approach allowed the ALJ and the Agency to ignore as irrelevant the multiple scientific studies introduced into

the record concluding that increasing phosphorus in Texas streams above 20 to 25 µg/L would lead to a displacement of native aquatic species by more nutrient-tolerant and lower dissolved oxygen tolerant species. As noted above, it is undisputed that the proposed discharge would increase background Onion Creek flows from 2 to 8 µg/L total phosphorus to over 100 µg/L under low flow conditions where compliance with the anti-degradation standard must be measured.

The Agency's final order reflects that it relied upon irrelevant factors while ignoring powerful evidence that the approved discharge would harm native aquatic life species in Onion Creek. The order also fails to make underlying findings of fact that support the ultimate conclusions of compliance with the Tier 1 and Tier 2 standards, thereby demonstrating the agency engaged in genuine, reasoned decisionmaking.

The Court recognizes that wastewater return flows can and often do benefit Texas stream flows in important ways. The Court also recognizes that TCEQ has not set numeric nutrient water quality standards. However, these facts do not relieve the agency from compliance with the Clean Water Act and the federally required antidegradation standards.

b. Plaintiff's Notice Claim

Plaintiff's third claim is that the notices of the proposed wastewater discharge application and permit provided to the public failed to adequately identify the location of the proposed point of discharge. Text of public notices for discharge permits must include, among other things, "a general description of the location of each existing or proposed discharge point and the name of the receiving water." 30 Tex. Admin. Code § 39.551(c)(4)(B). Identical mandatory language is found in the applicable federal regulation, 40 C.F.R. § 124.10(d)(1)(vii).

The public notices are in the administrative record, and their text is not disputed. The Notice of Receipt of Application and Intent to Obtain Water Quality Permit stated: "The discharge route is from the plant site via pipe to Walnut Springs; thence to Onion Creek." The Notice of Application and Preliminary Decision and the Notice of Hearing provided stated: "The treated effluent will be discharged to Walnut Springs; thence to Onion Creek in Segment No. 1427 of the Colorado River Basin."

While all of the notices provide the address of the existing wastewater treatment plant, which will be expanded under the approved permit and state that it is located in Hays County, there is no address, set of coordinates, or reference to nearby street crossings given for the discharge point despite the focus in the regulations on identifying the location of the where the pollutants will be released into public waters.

There is also no hint that this location is nowhere near the treatment plant.

TCEQ and the City contend that these notices meet the requirements because they identify Walnut Springs as the point of discharge, a small tributary that runs for less than half a mile before its confluence with Onion Creek.

The regulations do not state specifically how a proposed discharge point should be described, e.g., by coordinates, address, etc. But use of the conjunctive "and" in the regulation indicate that identifying the receiving waters is not enough—the notice must include both a description of the

proposed discharge point's location *and* the name of the receiving water. The public notices made no attempt to describe the location of the discharge point.

The proposed point of discharge is a long distance away from the identified location of the wastewater treatment facility. The wastewater will be piped to a point 1.5 miles away (as the crow flies), across a highway (RR 12) and beyond a couple of neighborhoods, to its point of discharge upstream of and nowhere near the treatment plant. Plaintiff presented evidence that staff with the federal U.S. Fish and Wildlife Service could not tell from the public notices where the discharge point would be. TCEQ responded with more specific information to the federal agency. AR B Doc. 278 (SOS Ex. 16). The public never had the benefit of that more specific information.

For these reasons TCEQ's conclusion that notice was legally adequate is not reasonably supported by substantial evidence considering the record as a whole, and is arbitrary and capricious and characterized by an abuse of discretion. *See* Tex. Gov't Code § 2001.174.

Therefore for all the above reasons and any other supporting reasons even if not listed here, in a separate order I do reverse the TCEQ order and enjoin Dripping Springs from taking actions in reliance on the unlawful agency order.

Very Truly Yours,



Maya Guerra Gamble
Judge, 459th District Court

Ms. Velva L. Price, Travis County District Clerk

D-1-GN-19-003030

SAVE OUR SPRINGS ALLIANCE, INC.	§	IN THE DISTRICT COURT OF
Plaintiff,	§	
	§	
v.	§	TRAVIS COUNTY, TEXAS
	§	
TEXAS COMMISSION ON	§	
ENVIRONMENTAL QUALITY	§	
Defendant.	§	459 th JUDICIAL DISTRICT

**THE CITY OF DRIPPING SPRINGS’
NOTICE OF APPEAL**

Pursuant to Tex. R. App. P. 25.1 and 26.1, Intervenor, the City of Dripping Springs (“the City”) files this notice that The City desires to appeal from the Final Judgment entered in this case in the 345th Judicial District Court of Travis County. The Final Judgment dated October 29, 2020 was signed by the Honorable Maya Guerra Gamble. The City appeals to the Third Court of Appeals at Austin. A copy of the Final Judgment from which the City appeals is attached as Exhibit A to this Notice.

Dated: November 12, 2020.

Respectfully submitted,

THE AL LAW GROUP, PLLC

/s/ David J. Tuckfield

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Austin, Texas 78746
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Facsimile: 512-330-0499

ATTORNEYS FOR THE CITY OF DRIPPING SPRINGS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served on this 12th day of November 2020 in accordance with the Texas Rules of Civil Procedure to the following:

Sara Ferris

Sara.Ferris@oag.texas.gov

Linda Secord

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Attorneys for Plaintiff Save Our Springs Alliance

/s/ David J. Tuckfield

David J. Tuckfield

EXHIBIT A

Cause No. D-1-GN-19-003030

SAVE OUR SPRINGS ALLIANCE,
INC.,

Plaintiff

v.

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY,

Defendant

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IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

345th JUDICIAL DISTRICT

FINAL JUDGMENT REVERSING ORDER OF
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

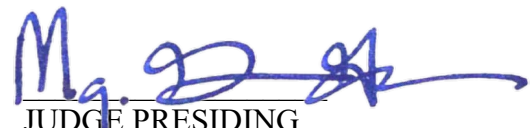
On June 25, 2020, this Court heard argument in this case. Having considered the pleadings, administrative record, briefing, and argument of counsel, the Court has concluded that the Texas Commission on Environmental Quality's order under review in this case should be and hereby is **REVERSED** in all things.

IT IS ORDERED, ADJUDGED, AND DECREED that TCEQ's order is **REVERSED**.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the TCEQ and the City of Dripping Springs are enjoined from taking actions in reliance on the unlawful agency order.

This Judgment is final, disposes of all parties and claims, and is appealable.

SIGNED this 29th day of October, 2020.



JUDGE PRESIDING
MAYA GUERRA GAMBLE

Cause No. D-1-GN-19-003030

**SAVE OUR SPRINGS
ALLIANCE, INC.,**

Plaintiff,

v.

**TEXAS COMMISSION ON
ENVIRONMENTAL
QUALITY,**

Defendant.

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IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

345th JUDICIAL DISTRICT

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY'S
NOTICE OF APPEAL**

Pursuant to Tex. R. App. P. 25.1 and 26.1, Defendant Texas Commission on Environmental Quality (TCEQ) files this notice that TCEQ desires to appeal from the Final Judgment entered in this case in the 345th Judicial District Court of Travis County. The Final Judgment dated October 29, 2020 was signed by the Honorable Maya Guerra Gamble. The TCEQ appeals to the Third Court of Appeals at Austin. A copy of the Final Judgment is attached as Exhibit A to this Notice. Pursuant to Tex. R. App. P. 25.1(e), a copy of this Notice is being provided to the court reporter responsible for preparing the Reporter's Record in this matter.

Dated: November 12, 2020.

Respectfully submitted,

KEN PAXTON
Attorney General of Texas

BRENT WEBSTER
First Assistant Attorney General

SHAWN COWLES
Deputy Attorney General for Civil Litigation

PRISCILLA M. HUBENAK
Chief, Environmental Protection Division

/s/ Sara J. Ferris
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**Counsel for Texas Commission on
Environmental Quality**

CERTIFICATE OF SERVICE

On November 12, 2020, Texas Commission on Environmental Quality's Notice of Appeal was served electronically through the Court's CM/ECF system on all registered counsel.

/s/ Sara J. Ferris
SARA J. FERRIS

EXHIBIT A

Cause No. D-1-GN-19-003030

SAVE OUR SPRINGS ALLIANCE,
INC.,

Plaintiff

v.

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY,

Defendant

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IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

345th JUDICIAL DISTRICT

FINAL JUDGMENT REVERSING ORDER OF
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

On June 25, 2020, this Court heard argument in this case. Having considered the pleadings, administrative record, briefing, and argument of counsel, the Court has concluded that the Texas Commission on Environmental Quality's order under review in this case should be and hereby is **REVERSED** in all things.

IT IS ORDERED, ADJUDGED, AND DECREED that TCEQ's order is **REVERSED**.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the TCEQ and the City of Dripping Springs are enjoined from taking actions in reliance on the unlawful agency order.

This Judgment is final, disposes of all parties and claims, and is appealable.

SIGNED this 29th day of October, 2020.



JUDGE PRESIDING
MAYA GUERRA GAMBLE

November 2020

STATE OF TEXAS

COUNTY OF HAYS

INTERLOCAL AGREEMENT
between
Dripping Springs Independent School DSISD
and
CODS of Dripping Springs

This Interlocal Agreement, hereinafter "Agreement" is made in Dripping Springs, Texas by and between Dripping Springs Independent School District, a political subdivision and public school DSISD of the State of Texas referred to in this Agreement as "DSISD" and the City of Dripping Springs, a political subdivision of the State of Texas referred to in this Agreement as "CODS."

RECITALS:

WHEREAS, this Agreement is entered pursuant to the Texas Government Code Section 791.001 et seq., Interlocal Cooperation Act, hereinafter "Act." All payment and furtherance of the objectives of the Agreement shall be paid from current revenues of the CODS and DSISD, as those payments are allocated under this Agreement. The amounts and services exchanged between CODS and DSISD are amounts that fairly compensate both entities for the real property, services and functions performed under the Act; and

WHEREAS, the CODS and the DSISD are political subdivisions fully authorized by Chapter 791 of the Texas Government Code and Sections 11.153-1541 of the Education Code to make and enter into this Agreement; and

WHEREAS, the CODS and the DSISD agree that there is a public necessity that the certain real property be owned and developed by the CODS and that the paramount public use of the property includes CODS and other governmental facilities, buildings, grounds and any other type of development deemed necessary by the CODS to conduct its business and carry out its governmental functions; and

WHEREAS, a healthy, successful, and quality school system benefits the public and business in the community by improving public safety, economic development, community pride, civic identity, and public involvement; and

WHEREAS, collaborative programs between the parties improve the quality of life of the citizens of Dripping Springs, enhance educational achievement, strengthen the community, and help ensure the mutual success of the DSISD and the CODS; and

WHEREAS, the subjects of this Agreement are parcels of land and improvements thereon known as the DSISD Administration Property, hereinafter "DSISD Administration" (Exhibit "A"); the CODS property which shall be designated at the time of sale, hereinafter "CODS Property".

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the DSISD and the CODS, acting by and through their respective governing bodies, do hereby promise and agree to the following:

ARTICLE 1.

Recitals

1.01 The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.

ARTICLE 11.

Conveyance

2.01 ` DSISD and CODS shall enter into a Real Estate Contract in the substantially same form as Exhibit "B": and the DSISD shall deed, through a warranty deed, to CODS the DSISD Administration Property as generally shown in Exhibit "A".

2.02 ``The priority of both the CODS and the DSISD is to transfer properties between the two parties if possible. If a transfer of property is not feasible, the parties will enter into a Real Estate Contract (Exhibit "B") for the DSISD Administration property for an amount to be agreed upon pursuant to this Agreement.

2.03 ` The CODS and the DSISD agree to each pay fifty percent (50%) of the total cost of the appraisals of the DSISD Administration Property and CODS Property if the properties are exchanged. If the CODS purchases the DSISD Administration Property, the CODS and the DSISD agree to pay fifty percent (50%) of the total cost of the appraisals of the DSISD Administration as required by Section 2.07. Each party shall pay its own survey and title expenses as described in the Real Estate Contract attached as Exhibit "B".

2.04 The CODS and the DSISD agree to make these exchanges of property and/or money on or before July 1, 2022. The final real estate contract shall be entered into by May 1, 2022 in same format as shown in Exhibit "B" and as described in Section 2.07.

2.05 (a) If the CODS and DSISD determine that a transfer is not feasible and a purchase is required, the CODS and the DSISD agree to determine the final price for the DSISD Administration Property by April 1, 2022 based on fair market value to be determined by either: (1) an appraisal by an appraiser agreed to by both parties; or (2) the average of three appraisals. If three appraisals are done to determine fair market value, one appraiser each shall be chosen by the Buyer and the Seller with the third appraiser chosen from a list of appraisers who are Certified General Appraiser in Hays County.

(b) The appraisal will determine the fair market value by:

determining the fair market value of the property without improvements but the cost of the demolition will be subtracted.

determining the fair market value of the property with improvements and considering any demolition or remediation that must be completed for the property to be usable for the purposes of new civic buildings. ^[LM1]

(c) By May 1, 2022, the CODS and the DSISD will enter into a final agreement for the property what the final price of the property will be as determined by fair market value described above.

(d) By July 1, 2022, the DSISD will deed the property to the CODS and the CODS will make payment as described in the final agreement for the property.

(e) The form of the final agreement is attached as Exhibit "B".

- 2.06 Title documentation, closing documents, and other matters shall be handled in accordance with Exhibit "B", the Real Estate Contract, except as agreed in writing by both parties.

ARTICLE 3.

DSISD and CODS Obligations

- 3.01 DSISD shall convey, through a warranty deed, the DSISD Administration Property to CODS.
- 3.02 DSISD will not commit or allow to be committed any waste at DSISD Administration, create or allow any nuisance to exist at DSISD Administration, or use or allow the DSISD Administration Property to be used for any unlawful purposes.
- 3.03 CODS, CODS's agents, guests, licensees, invitees, sublessees, assignees, and successors, and DSISD, DSISD's agents, guests, licensees, invitees, sublessees, assignees, and successors shall at all times comply with all applicable laws, ordinances, and governmental regulations in the use of DSISD Administration.
- 3.04 DSISD will maintain DSISD Administration Property in a commercially reasonable manner until conveyance to CODS. DSISD will maintain general liability insurance and property insurance for DSISD Administration Property until conveyance to CODS.
- 3.05 CODS agrees that DSISD, DSISD's agents, employees, or other representatives will have the right to continue to use the DSISD Administration Property until conveyance.

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- 3.06 Other than otherwise determined in this Agreement, DSISD will remove all goods and personal property of DSISD of any kind in or on the DSISD Administration Property prior to July 1, 2022. All goods and personal property of any kind of DSISD in or on the DSISD Administration Property will be the sole responsibility of DSISD, and in no event will CODS be liable for any loss or damage to these goods or property for any reason whatsoever. Any goods and personal property of any kind in or on the DSISD Administration Property not removed prior to conveyance to the CODS shall be considered abandoned and become the property of CODS. Any remaining property requiring removal by CODS shall be removed by DSISD, at the expense of DSISD, within ten (10) days after receiving notification of such request. This does not include any buildings, flatwork, or other fixed property not desired by the DSISD.
- 3.07 The DSISD shall provide the right to the CODS, and its employees and agents, to enter the property for surveying, inspection, and appraisal of the property, including for the ability to determine the time and cost of remediation and demolition. The CODS and School DSISD shall agree on reasonable times for access that is not unduly disruptive to the DSISD's activities. When the CODS enters into a sale agreement with the Dripping Springs Library DSISD, the Library will have the same right of access, and duty to consult with the DSISD about access, as the CODS.

ARTICLE IV.

CODS Property and CODS Obligations

- 4.01 The CODS shall either: (1) convey, through a warranty deed, the CODS Property to DSISD; or (2) purchase the DSISD Administration Property as described above.
- 4.02 The CODS shall enter into the Real Estate Contract in the substantially same form as Exhibit "B" and shall either: (1) deed, through a warranty deed in the form as shown in Exhibit B, to DSISD the CODS property or properties; or (2) shall purchase the property as described in Section 2.07.
- 4.03 The CODS shall present parcels for review by the School DSISD for possible transfer by January 1, 2022. If no parcel is deemed acceptable by the DSISD by March 1, 2022, then the CODS shall purchase the DSISD Administration property as described in Section 2.07.
- 4.04 If CODS property is exchanged, CODS will not commit or allow to be committed any waste on the CODS Property allow any nuisance to exist on the CODS Property or the Second CODS Property, or use or allow the CODS Property or the Second CODS Property to be used for any unlawful purposes.
- 4.05 If CODS property is exchanged, the CODS, CODS's agents, guests, licensees, invitees, sublessees, assignees, and successors, and DSISD, DSISD's agents, guests, licensees, invitees, sublessees, assignees, and successors shall at all times comply with all applicable laws, ordinances, and governmental regulations in the use of the CODS Property.

- 4.06 If CODS property is exchanged, CODS will remove all goods, fixtures, and personal property of any kind of CODS in or on the CODS Property prior to July 1, 2022. All goods and personal property of any kind of the CODS in or on the CODS Property will be the sole responsibility of CODS, and in no event will DSISD be liable for any loss or damage to these goods or property for any reason whatsoever. Any goods and personal property of any kind in or on the CODS Property not removed prior to the exchanges of property that are the subject of this Agreement shall be considered abandoned and become the property of DSISD.
- 4.06 If CODS property is exchanged, CODS agrees not to assign or sublease the CODS Property, any part of or any right or privilege connected with the CODS Property, or to allow any other person, except CODS's visitors, agents, and employees, to occupy the CODS Property or any part of the CODS Property.
- 4.07 Demolition and Remediation of School Buildings: The CODS will demolish any unneeded buildings on the DSISD Administration property to be purchased and shall perform any needed remediation after transfer of the property. Sixty (60) days prior to closing, DSISD will present to CODS a list of all personal property, fixtures, equipment, machinery or other items on the Premises that will be reserved and excluded from the sale of the Premises to CODS and to be removed by DSISD from the Premises no later than the date of closing.
- (a) If a cash purchase is done, the final Cost of the Demolition and Remediation will be subtracted from the purchase price at closing for the price determined under Section 2.05. At the time of purchase, prior to the Demolition and Remediation, an amount equal to an estimate obtained by the CODS and qualified contractors shall be placed in escrow. When the Demolition and Remediation is completed, the CODS shall be given the amount in escrow that matches the amount paid for the Demolition and Remediation. Any remaining funds shall be provided to the School DSISD.
- (b) If a transfer of property is done, the Cost of the Demolition and Remediation, as determined by an estimate obtained by the CODS from qualified contractors, will be taken into consideration when balancing the value of the CODS Property and the DSISD Administration to be transferred.
- 4.08 By May 1, 2022, CODS will provide the executed sale agreement between CODS and the Library District for a part of the property that is the subject of this Agreement to the DSISD. CODS will also provide either: (1) documentation related to the Hays County purchase or lease of part of the property that is the subject of this Agreement; or (2) documentation from the Hays County Commissioners Court that the County does not have a current interest in purchasing or leasing the property that is the subject of this Agreement.

ARTICLE V.
General Provisions

5.01 Notices given pursuant to the provisions of this Agreement, or necessary to carry out its provisions, shall be in writing, shall be deemed to have been given when physically received in hand by the party to whom directed, and shall be directed personally to the following persons:

Notice to DSISD:

Dripping Springs Independent School DSISD
Todd Washburn, Superintendent

510 W. Mercer
P.O. Box 479
Dripping Springs, Texas 78620

With a copy to:

Walsh Gallegos Trevino Russo & Kyle, P.C.
Attn: Oscar Trevino
P. O. Box 2156
Austin, Texas 78768-2156

Notice to CODS:

CODS of Dripping Springs
Attn: Michelle Fischer
CODS Administrator
P.O. Box 384
Dripping Springs, TX 78620

- 5.02 If either party files an action to enforce any covenant of this Agreement, then the prevailing party is entitled to recover its reasonable attorney's fees to be fixed by the Court pursuant to Local Government Code Section 271.153.
- 5.03 The waiver by DSISD or CODS of any breach of any provision of this Agreement will not constitute a continuing waiver of any subsequent breach of the same or a different provision of the Agreement.
- 5.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this lease are performable in Hays County, Texas. Whenever the context requires, singular nouns and pronouns include the plural and plural nouns and pronouns include the singular. This Agreement shall benefit and bind the respective heirs, legal representatives, successors and assignees of the parties herein. No modifications or amendments of

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this Agreement shall be binding unless in writing and duly signed by the parties or their authorized representatives. If any provision of this Agreement is found to be invalid or unenforceable, such invalidity will not affect the remainder of the Agreement and the remainder of the Agreement shall continue in full force and effect.

- 5.05 Both CODS and DSISD agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, or condition within this Agreement whenever needed.
- 5.06 By executing this Agreement, each party represents that such party has full capacity and authority to grant all rights and assume all obligations that have been granted and assumed under this Agreement, and that the governing body of the respective party has authorized this Agreement.
- 5.07 Either party may at its own option and expense research title history of the properties made subject of this Agreement.
- 5.08 Neither CODS nor DSISD waives any governmental immunity. Any provision herein interpreted by a court of law to waive either party's governmental immunity is void.
- 5.09 This Agreement may be executed and made effective through the signing by the Parties of multiple originals.
- 5.10 This Agreement shall be Effective upon the date of signing by both Parties.

NOW, THEREFORE BE IT AGREED UPON BY THE PARTIES AS STATED ABOVE.

Dripping Springs Independent School DSISD:

CODS of Dripping Springs:

Superintendent

Bill Foulds, Jr., Mayor

STATE OF TEXAS

COUNTY OF HAYS

BEFORE ME, the undersigned authority, a Notary Public in the State of Texas, on this day personally appeared the Mayor of the CITY OF DRIPPING SPRINGS, known to me to be the person whose name is subscribed to the foregoing Interlocal Agreement, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

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Item 14.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the _____ day of
_____, 2020.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HAYS

BEFORE ME, the undersigned authority, a Notary Public in the State of Texas, on this day personally appeared Todd Washburn, the Superintendent of DRIPPING SPRINGS INDEPENDENT SCHOOL DSISD, known to me to be the person whose name is subscribed to the foregoing Interlocal Agreement, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacODS therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the _____ day of
_____, 2020

Notary Public, State of Texas

EXHIBIT "A"

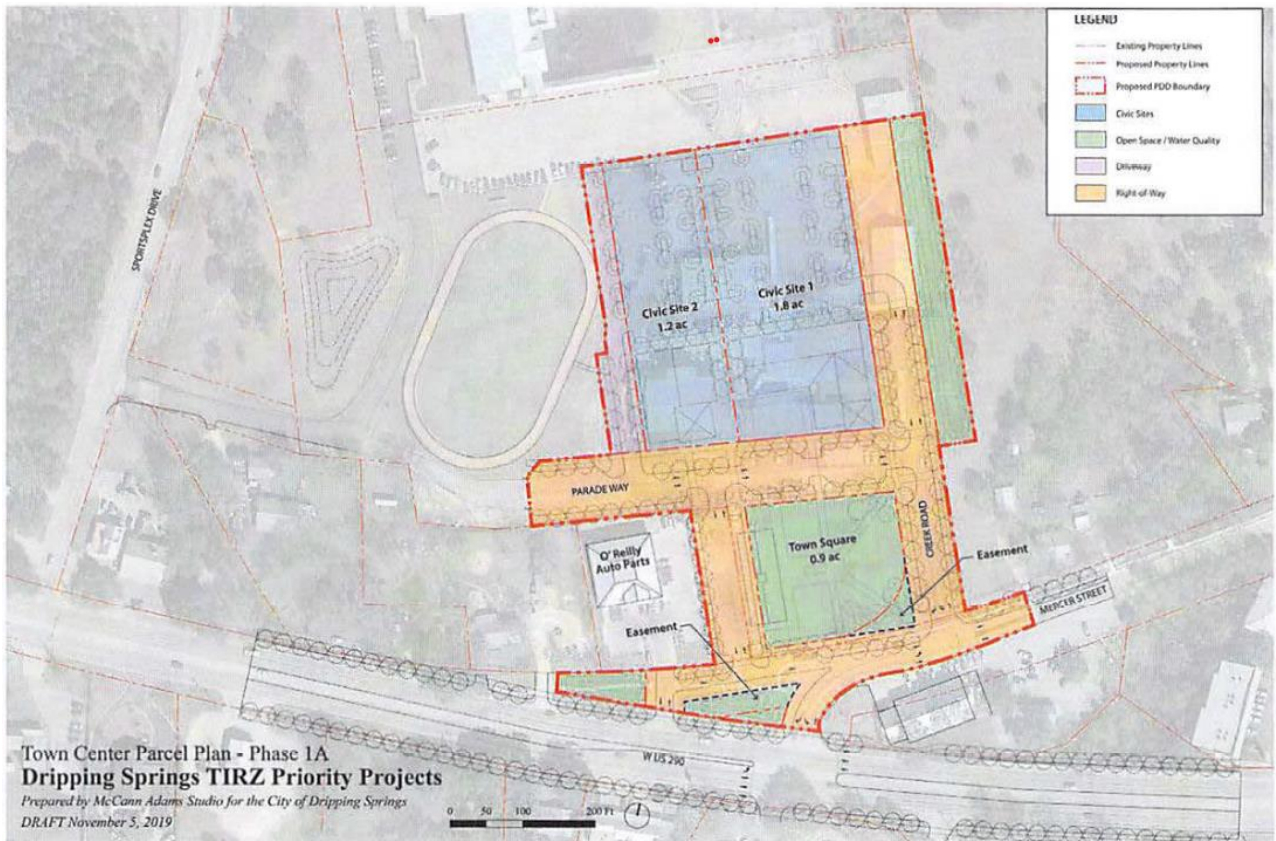


EXHIBIT “B”
Real Estate Contract